MODESTO CITY COUNCIL
RESOLUTION NO. 2015-01

Print

RESOLUTION ACCEPTING, WITH REGRET, THE RESIGNATION OF GALENA GILSTRAP FROM THE CITY OF MODESTO HUMAN RELATIONS COMMISSION, EFFECTIVE OCTOBER 17, 2014

WHEREAS, GALENA GILSTRAP was appointed to serve on the Human Relations Commission, and

WHEREAS, GALENA GILSTRAP has tendered her resignation from the Human Relations Commission effective October 17, 2014, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the resignation of GALENA GILSTRAP is accepted with regret.

BE IT FURTHER RESOLVED that the Council of the City of Modesto, on its own behalf, and on behalf of the citizens of this City, hereby expresses its sincere appreciation to GALENA GILSTRAP for her service to the community.

The foregoing resolution was introduced in a regular meeting of the Council of the City of Modesto held on the 6th day of January, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)
APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-02

RESOLUTION ACCEPTING, WITH REGRET, THE RESIGNATION OF SCOTT HALLMON FROM THE CITY OF MODESTO HUMAN RELATIONS COMMISSION, EFFECTIVE DECEMBER 15, 2014

WHEREAS, SCOTT HALLMON was appointed to serve on the Human Relations Commission, and

WHEREAS, SCOTT HALLMON has tendered his resignation from the Human Relations Commission effective December 15, 2014, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the resignation of SCOTT HALLMON is accepted with regret.

BE IT FURTHER RESOLVED that the Council of the City of Modesto, on its own behalf, and on behalf of the citizens of this City, hereby expresses its sincere appreciation to SCOTT HALLMON for his service to the community.

The foregoing resolution was introduced in a regular meeting of the Council of the City of Modesto held on the 6th day of January, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)
APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-03

RESOLUTION ACCEPTING, WITH REGRET, THE RESIGNATION OF JACKY DEABLER FROM THE CITY OF MODESTO HUMAN RELATIONS COMMISSION, EFFECTIVE DECEMBER 26, 2014

WHEREAS, JACKY DEABLER was appointed to serve on the Human Relations Commission, and

WHEREAS, JACKY DEABLER has tendered her resignation from the Human Relations Commission effective December 26, 2014, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the resignation of JACKY DEABLER is accepted with regret.

BE IT FURTHER RESOLVED that the Council of the City of Modesto, on its own behalf, and on behalf of the citizens of this City, hereby expresses its sincere appreciation to JACKY DEABLER for her service to the community.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of January, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)
APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-04

RESOLUTION APPOINTING STEVE RANK TO THE DOWNTOWN IMPROVEMENT DISTRICT ADVISORY BOARD

WHEREAS, Section 1102 of the Charter of the City of Modesto authorizes the City Council to appoint members to various Boards and Commissions, and

WHEREAS, the Downtown Improvement District Board of Directors are recommending the appointment of Steve Rank to the Downtown Improvement District Advisory Board to fill one existing vacancy created by a resignation,

WHEREAS, pursuant to Modesto Municipal Code Section 6-3.11, the Downtown Improvement Advisory Board appointments go directly to Council for approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Council of the City of Modesto as follows:

SECTION 1. Steve Rank is hereby appointed to the Downtown Improvement District Advisory Board.

SECTION 2. The City Clerk is hereby directed to transmit a copy of this Resolution to the appointed members of Downtown Improvement District Advisory Board, and as Secretary thereof.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of January, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-05

RESOLUTION AUTHORIZING THE AWARD OF BID FOR THE PURCHASE OF ONE (1) TRUCK WITH SERVICE BODY VEHICLE FOR THE UTILITIES DEPARTMENT, STORMWATER COLLECTION DIVISION, THROUGH THE PUBLIC WORKS DEPARTMENT, FLEET SERVICES DIVISION, TO INTERSTATE TRUCK CENTER LLC, STOCKTON, CA, FOR AN ESTIMATED TOTAL COST OF $172,391

WHEREAS, the Interim City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for new vehicles and heavy equipment, through various competitive processes, with the Purchasing Division coming back to Council for award authorization. The one (1) Truck with Service Body vehicle was included in the new vehicles and heavy equipment list authorized by the Interim City Manager, and

WHEREAS, the addition of the Truck with Service Body vehicle was approved in the 2014-15 Utilities Department, Stormwater Collection Division budget, and

WHEREAS, The Purchasing Division issued RFB No. 1415-16 for the purchase of one (1) truck with service body to nine (9) prospective bidders, and posted the RFB on the City's website. Two (2) of the bidders are located within Stanislaus County, one (1) of which is a local vendor, and

WHEREAS, bids were formally opened in the City Clerk's office. Three (3) companies chose to respond, none of which were local vendors. The local vendor was not able to provide this type of vehicle and elected not to submit a bid. All three (3) companies provided responsive and responsible bids, and

WHEREAS, based on providing the lowest responsive and responsible bid, City staff recommends the award of bid for the purchase of one (1) Truck with Service Body to Interstate Truck Center LLC, Stockton, CA, for a total estimated cost of $172,391, and

WHEREAS, sufficient funds are budgeted in Fiscal Year 2014-15 in account # 4480-44222-57003, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. The award of bid for the purchase of one (1) Truck with Service Body to Interstate Truck Center LLC, Stockton, CA, conforms to the Modesto Municipal Code, 8-3.203.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of bid for the purchase of one (1) Truck with Service Body for the Utilities Department, Stormwater Collections Division, through the Fleet Services Division, to Interstate Truck Center LLC, Stockton, CA .

BE IT FURTHER RESOLVED that the Purchasing Manager or his designee to issue a purchase order for a total estimated cost of $172,391.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of January, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDRGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-06

A RESOLUTION APPROVING A 15 DAY AGREEMENT BETWEEN THE CITY OF MODESTO AND THE SALIDA FIRE PROTECTION DISTRICT FOR FIRE AND EMERGENCY RESPONSE SERVICES AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, on January 17, 2011, the City of Modesto entered into a Joint Powers Agreement with the Stanislaus County and the Salida Fire Protection District to establish a regional fire protection service, and

WHEREAS, on June 10, 2014 this Joint Powers Agreement was terminated, at that time the City of Modesto entered into a six month agreement with the Salida Fire Protection District, and

WHEREAS, the term of that agreement will be reached as of December 31, 2014 and Salida Fire Protection District is requesting a 15 day extension. This extension will expire at 07:00am on January 15, 2015 at which time Salida Fire will provide their own emergency services, and

WHEREAS, the scope of services will remain the same which include; Incident response, Dispatch service, Community education, Fire Prevention and Administration, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a15 day agreement between the City of Modesto and the Salida Fire Protection District for Fire and Emergency Response Services and authorizing the City Manager, or his designee, to execute the agreement.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of January, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-07

RESOLUTION AMENDING THE FISCAL YEAR 2014/15 CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET IN THE AMOUNT OF $115,000

WHEREAS, the purpose of the CML 5059 (197) Bus Turnout SB Dale Road project is to provide a bus stop located on the west side of Dale Road, south of Veneman Avenue, where a bus can stop and not block southbound traffic flow, and

WHEREAS, staff worked diligently with Stancog to expedite the CML 5059 (197) Bus Turnout SB Dale Road project schedule by using the Expedited Project Schedule Procedure (EPSP) to effectively move forward the programming of Congestion Mitigation and Air Quality (CMAQ) funds, and

WHEREAS, on December 11, 2012, City Council, by Resolution No. 2012-508 amended the Fiscal Year 2012/13 Capital Improvement Program (CIP) budget in the amount of $85,000 for the for CML 5059 (197) Bus Turnout SB Dale Road project, and

WHEREAS, Caltrans has determined that this project has no significant impacts on the environment as defined by National Environmental Policy Act, and

WHEREAS, staff has completed the construction plans, project specifications and preliminary construction estimate, and

WHEREAS, all required dry utility investigations/designs have been completed, and

WHEREAS, on November 3, 2014, California Department of Transportation authorized R/W finding in the amount of $115,000.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2014/15 Capital Improvement Project

Program budget to modify and add Capital Improvement Program funding in the amount of $115,000.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of January, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-08

RESOLUTION ACCEPTING CONGESTION MITIGATION AND AIR QUALITY (CMAQ) FUNDS IN THE AMOUNT OF $101,810 AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE NECESSARY GRANT FUNDING DOCUMENTS

WHEREAS, the purpose of the CML 5059 (197) Bus Turnout SB Dale Road project is to provide a bus stop located on the west side of Dale Road, south of Veneman Avenue, where a bus can stop and not block southbound traffic flow, and

WHEREAS, staff worked diligently with StanCOG to effectively move forward the Preliminary Engineering funds for the CML 5059 (197) Bus Turnout SB Dale Road project from FFY 2014/15 to 2011/12, and

WHEREAS, on December 11, 2012, City Council, by Resolution No. 2012-509 accepted Congestion Mitigation and Air Quality (CMAQ) funds for Preliminary Engineering in the amount of $85,000 for the CML 5059 (197) Bus Turnout SB Dale Road project, and

WHEREAS, Caltrans has determined that this project has no significant impacts on the environment as defined by National Environmental Policy Act, and

WHEREAS, staff has completed the construction plans, project specifications and preliminary construction estimate, and

WHEREAS, all required dry utility investigations/designs have been completed, and

WHEREAS, on November 3, 2014, California Department of Transportation authorized R/W finding in the amount of $115,000.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts Congestion Mitigation Air Quality (CMAQ) funds in the amount of $101,810.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the necessary grant documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of January, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-09

RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF MODESTO AND LIBITZKY HOLDINGS, L.P., A CALIFORNIA LIMITED PARTNERSHIP, AND ERIC S. SCHMIER AND KENNETH J. SCHMIER, FOR ACQUISITION OF A 2.33 ACRE TEMPORARY CONSTRUCTION EASEMENT, LOCATED AT 4524 TULLY ROAD (APN 046-012-005), IN THE AMOUNT OF $36,907, FOR THE DOWNSTREAM IMPROVEMENTS TIER 1 NORTH TANK PROJECT, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS REQUIRED TO CLOSE ESCROW

WHEREAS, the City of Modesto continues to make efficiency improvements to its water distribution system to improve the delivery capacity of the Modesto Regional Water Treatment Plant, and

WHEREAS, the improvements in the Downstream Improvements Tier 1 North Tank Project include installing a six million gallon storage tank and pump station in north Modesto, and

WHEREAS, the project requires acquisition of a 2.33 acre Temporary Construction Easement on the adjacent property to provide a construction work area to install the project improvements, and

WHEREAS, the property required for the easement is Assessor Parcel Number 046-012-005 and is located at 4524 Tully Road, and

WHEREAS, City staff has investigated the subject property to ensure it is suitable for this purpose and recommends approving the Purchase and Sale Agreement necessary for acquisition of the property interest owned by Libitzky Holdings, L.P., et al,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a Purchase and Sale Agreement between the City of Modesto and Libitzky Holdings, L.P., a California Limited Partnership, and Eric S. Schmier and

Kenneth J. Schmier, for acquisition of a 2.33 acre Temporary Construction Easement, located at 4524 Tully Road (APN 046-012-005), in the amount of $36,907, for the Downstream Improvements Tier 1 North Tank Project.

BE IT FURTHER RESOLVED that the City Manager, or his designee, to execute the Agreement and all related documents required to close escrow.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of January, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-10

RESOLUTION AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SIGN A CERTIFICATE OF ACCEPTANCE FOR A 2.33 ACRE TEMPORARY CONSTRUCTION EASEMENT FOR THE ACQUISITION OF PROPERTY INTERESTS (APN 046-012-005) LOCATED AT 4524 TULLY ROAD, OWNED BY LIBITZKY HOLDINGS, L.P., A CALIFORNIA LIMITED PARTNERSHIP, AND ERIC S. SCHMIER AND KENNETH J. SCHMIER, TO BE PURCHASED BY THE CITY OF MODESTO FOR THE DOWNSTREAM IMPROVEMENTS TIER 1 NORTH TANK PROJECT

WHEREAS, Section 27281 of the Government Code requires a public agency to accept real property prior to the recordation of a deed or adopt a resolution accepting real property, and

WHEREAS, the City of Modesto desires to acquire a 2.33 acre Temporary Construction Easement for the acquisition of property interests located at 4524 Tully Road (APN 046-012-005), owned by Libitzky Holdings, L.P., and Eric S. Schmier And Kenneth J. Schmier, to be purchased by the City of Modesto for the Downstream Improvements Tier 1 North Tank Project,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the City Manager, or his designee, is hereby authorized to sign the Certificate of Acceptance for a 2.33 acre Temporary Construction Easement for the acquisition of property interests (APN 046-012-005) located at 4524 Tully Road, owned by Libitzky Holdings, L.P., a California Limited Partnership, and Eric S. Schmier and Kenneth J. Schmier, to be purchased by the City of Modesto for the Downstream Improvements Tier 1 North Tank Project.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of January, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-11

RESOLUTION ACCEPTING THE WORK BY COLLINS ELECTRIC COMPANY FOR THE "RAILROAD PRE-TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENTS AT 7TH AND B STREET PROJECT" AS COMPLETE, AUTHORIZING THE CITY CLERK TO FILE A NOTICE OF COMPLETION WITH THE STANISLAUS COUNTY RECORDER UPON RECEIPT OF APPROVED WARRANTY BOND, TO RELEASE SECURITIES UPON EXPIRATION OF STATUTORY PERIODS, AND AUTHORIZING PAYMENT OF AMOUNTS TOTALING $313,116

WHEREAS, a report has been filed by the Director of Utilities that the Railroad Pre-Traffic Signal and Intersection Improvements at 7th Street and B Street Project has been completed by Collins Electric Company in accordance with the contract agreement dated May 6, 2014,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Railroad Pre-Traffic Signal and Intersection Improvements at 7th Street and B Street Project is hereby accepted as complete from said contractor, Collins Electric Company and that the City Clerk is authorized to file a Notice of Completion with the Stanislaus County Recorder upon receipt of approved Warranty Bond, to release securities upon expiration of statutory periods, and that payment of amounts totaling $313,116 is authorized as provided in the contract.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of January, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-12

RESOLUTION CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE CITY OF MODESTO WASTEWATER SYSTEM UPGRADES PROJECT (SCH No. 2013082006) IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND MAKING CERTAIN FINDINGS CONCERNING ENVIRONMENTAL IMPACTS, MITIGATION MEASURES, AND ALTERNATIVES TO THE PROJECT, ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM, AND ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS, ALL IN CONNECTION WITH APPROVAL OF THE PROJECT CONTEMPLATED BY THE FINAL MASTER ENVIRONMENTAL IMPACT REPORT

WHEREAS, in March 2007, the City of Modesto ("City") prepared a Wastewater Master Plan Update ("WWMP") to provide for wastewater collection system improvements and modifications to the operation of the Primary Sutter Treatment Facility and Secondary Jennings Facility, and

WHEREAS, on March 13, 2007, by Resolution No. 2007-178, the City Council certified a Master Environmental Impact Report ("MEIR") for the WWMP update (SCH No. 2006052076) in accordance with the California Environmental Quality Act ("CEQA"), Public Resources Section 21000, et seq, and

WHEREAS, the City has prepared a new WWMP Update to guide the improvement and expansion of its wastewater collection, treatment, and disposal facilities, and operation and maintenance of those facilities over the next approximately 30 years ("Project"), and

WHEREAS, based on the nature of the proposed Project, the potential for new significant impacts as a result of the proposed Project and the potential for changed conditions since the certification of the 2007 MEIR for the WWMP, the City determined that a new Master Environmental Impact Report ("MEIR") was required for the to analyze new wastewater improvements, and

WHEREAS, on August 21, 2013, the City, as the lead agency, published a Notice of Preparation ("NOP") for an MEIR for the proposed Project, and

WHEREAS, the NOP provided notice of the City's determination, and solicited public input on the proposed scope and content of the MEIR for the proposed Project, and

WHEREAS, on July 24, 2014, the City published and distributed a Draft MEIR for the proposed Project, which was available for public review and comment for a period of 45 days as required by Section 21091 of CEQA, and

WHEREAS, during the 45-day public comment period the City received five letters commenting on the Draft MEIR, and

WHEREAS, the City prepared written responses to all written comments received on the Draft MEIR, said responses being contained in a Final Environmental Impact Report ("Final MEIR") for the proposed Project, which Final MEIR was prepared pursuant to Section 15089 of the CEQA Guidelines, and

WHEREAS, the Final MEIR was published and distributed on December 10, 2014, and consists of the Draft MEIR, a list of commentors, copies of all written comments received, responses to those comments that raise environmental issues, and any revisions to the text of the Draft MEIR made in response to the comments or as staff-initiated text changes, as required by Section 15132 of the CEQA Guidelines, and

WHEREAS, the City proposes to approve and adopt the Project as analyzed by the Final MEIR, and

WHEREAS, the City Council has received and considered the Final MEIR for the proposed Project (SCH No. 2013082006) which analyzes the potential environmental effects of the proposed Project, and

WHEREAS, CEQA requires that, in connection with the certification of a Final MEIR, the decision-making agency make certain written findings.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby finds and determines as follows:

1. The foregoing recitals are true and correct.

2. The Final MEIR has been completed in compliance with CEQA, and

3. The Final MEIR has been presented to the City Council and the Council has reviewed and analyzed the Final MEIR and other information in the record and has considered the information contained therein, including the written and oral comments received at the public hearings on the Final MEIR, and

4. That all significant effects of the Project on the environment have been eliminated or substantially eliminated.

5. That the Findings set forth in **Exhibit** "A" and incorporated by this reference are hereby adopted as the City's findings under the California Environmental Quality Act ("CEQA"), Public Resources Code Sections 21000, et seq., and the CEQA guidelines, Cal. Code Regs., Title 13, sec. 15000, et seq., relating to the Project. The Findings provide the written analysis and conclusions of the Council regarding the Project's environmental impacts, mitigation measures and alternatives to the Project.

6. The Mitigation Monitoring and Reporting Program for the Final MEIR ("MMRP") is contained in the Final MEIR and is **attached** to this resolution as **Exhibit** "B", incorporated by this reference. The MMRP identifies impacts of the Project, corresponding mitigation, designation of responsibility for mitigation implementation and the agency responsible for the monitoring action.

7. The Final MEIR contains additions, clarifications, modifications and other information in its responses to comments on the Draft MEIR for the Project and also incorporates information obtained by the City since the Draft MEIR was issued. This Council hereby finds and determines that such changes and additional information are not significant new information as that term is defined under the provisions of the CEQA, because such changes and additional information do not indicate that any new significant environmental

impacts not already evaluated would result from the proposed Project and do not reflect any substantial increase in the severity of any environmental impact; no feasible mitigation measures considerably different from those previously analyzed in the Draft MEIR have been proposed that would lessen significant environmental impacts of the Project; and no feasible alternatives considerably different from those analyzed in the Draft MEIR have been proposed that would lessen significant environmental impacts of the proposed Project. Accordingly, this Council hereby finds and determines that recirculation of the Final MEIR for further public review and comment is not warranted, and

8. The City Council does hereby designate William Wong, Engineering Division Manager of the Utilities Department for the City of Modesto, at his office at 1010 Tenth Street, Suite 4100, Modesto, California 95354 as the custodian of documents and record of proceedings on which this decision is based, and

9. The City Council does hereby make the foregoing findings with the stipulations that all information in these findings is intended as a summary of the full administrative record supporting certification of the Final MEIR, which full administrative record should be consulted for the full details supporting these findings, and that any mitigation measures and/or alternatives that were suggested by commentors to the Draft MEIR and were not certified as part of the Final MEIR are hereby expressly rejected for the reasons stated in the responses to the comments set forth in the Final MEIR and elsewhere in the record.

10. The Final MEIR and all findings contained herein represent the independent judgment of the City of Modesto, and

BE IT FURTHER RESOLVED by the Council that it hereby certifies the Final Master Environmental Impact Report for Wastewater System Upgrades Project (SCH No. 2013082006), a copy of which is available in the City Clerk's Office.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 9th day of January, 2015 by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Exhibit "A"

FINDINGS AND STATEMENTS REQUIRED UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
(Public Resources Code, Section 21000 et seq.)
EA/UP&P 2014-05

Exhibit "A"

CITY OF MODESTO WASTEWATER SYSTEM

UPDATE ENVIRONMENTAL IMPACT REPORT (SCH# 2013082006)

FINDINGS AND STATEMENTS REQUIRED UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (Public Resources Code, Section 21000 *et seq.*)

I. Introduction

On behalf of the City of Modesto (the "City"), and pursuant to the California Environmental Quality Act ("CEQA"), Jerry Haag, Urban Planner has prepared a Final Environmental Impact Report (the "FEIR") for the City of Modesto Wastewater System Upgrades Project and other related approvals described below (collectively, the "Project"). The City is the lead agency for the FEIR.

To support its certification of the FEIR and approval of the Project, the City Council of the City of Modesto (the "City Council") makes the following findings of fact (collectively, the "Findings"). These Findings contain the City Council's written analysis and conclusions regarding the Project's environmental effects, mitigation measures, alternatives to the proposed Project, which, in the City Council's view, justify the approval of the Project. These Findings are based upon the entire record of proceedings for the FEIR, as described below.

The Project includes a program of facility improvements to be funded by wastewater rates and charges, including collection system and treatment plant improvements. The wastewater collection system upgrades will be made within the City's wastewater service area. The City is located in Stanislaus County, California in the central San Joaquin Valley, and the City's wastewater service area includes all of the incorporated City of Modesto, a portion of north Ceres, the unincorporated community of Empire, and unincorporated "islands" in the County within the City that are served by agreement. The Primary Plant is located in the southwestern portion of the City adjacent to the north bank of the Tuolumne River. The Secondary Plant is outside the City limits, and is located approximately 6.5 miles southwest of the City, on the east side of the San Joaquin River. A 60-inch Primary Effluent Outfall pipeline and a Cannery Segregation Line (Outfall) follow a generally diagonal route, carrying primary treated effluent and wastewater from wet industries between the Primary Plant and the Secondary Plant.

The approvals necessary for implementation of the Project include approval by the City Council of the various elements to improve the City's wastewater system. Subsequent approval documents for individual projects may include but not limited to: approval by the State Department of Fish and Wildlife of a lake/streambed Alteration Agreement;

approval of encroachment permits by the State Reclamation Board and the California Department of Transportation; approval of 401 Water Quality Certification and a National Pollutant Discharge Elimination System by the Regional Water Quality Control Board for the Central Valley Region; approval by Stanislaus County of the construction of wastewater collection facilities in County road rights-of-way; granting of permission to cross canals by the Modesto Irrigation District and the Turlock Irrigation District; approval of permits for emergency generators by the San Joaquin Valley Air Pollution Control District; and approval of a Section 404 permit by the U.S. Army Corps of Engineers ("USACE").

II. General Findings and Overview

A. Record of Proceedings and Custodian of Record

The record of proceedings for the City's findings and determinations is available for review by responsible agencies and interested members of the public during normal business hours at 1010 Tenth Street, Suite 4100, Modesto, California. The custodian of these documents is William Wong, Engineering Manager, Utilities Department.

B. Preparation and Consideration of the FEIR and Independent Judgment Findings

The City Council finds, with respect to the City's preparation, review and consideration of the FEIR, that:

- The City retained the independent firm of Jerry Haag, Urban Planner ("Consultant") to prepare the FEIR, and the Consultant prepared the FEIR under the supervision and at the direction of the City of Modesto Utilities Department.

- The City circulated the DEIR for review by responsible agencies and the public and submitted it to the State Clearinghouse for review and comment by state agencies.

- The FEIR has been completed in compliance with CEQA.

- The Project will not have significant, unavoidable impacts as described and discussed in the FEIR.

- The FEIR is adequate under CEQA to address the potential environmental impacts of the Project.

- The FEIR has been presented to the City Council, and the City Council has independently reviewed and considered information contained in the FEIR.

- The FEIR reflects the independent judgment of the City.

By these Findings, the City Council ratifies, adopts and incorporates the analyses, explanations, findings, responses to comments, and conclusions of the FEIR, except as specifically described in these Findings.

C. Findings Regarding Less-Than-Significant Impacts.

By these Findings, the City Council ratifies and adopts the FEIR's conclusions for the following potential environmental impacts which, based on the analyses in the FEIR, the City Council determines to be less than significant:

1. **Land Use**

   - Physical Division of an Established Community – Proposed improvements to the wastewater collection system would be located on public right-of-way or on City owned property so as not to create a physical division of an existing community.

   - Conflicts with Applicable Land Use Plans, Policies or Regulations– Proposed project improvements would be consistent with the City's 2008 Urban Area General Plan and other applicable land use regulatory plans, policies and regulations.

   - Conflicts with Applicable Habitat Conservation Plans or Natural Community Conservation Plan – None of the properties affected by the proposed Wastewater Master Plan Update are located within a habitat conservation plan area or a Natural Community Conservation Plan area.

2. **Agricultural Resources**

   - Conversion of Prime Agricultural or Farmland to a Non-Urban Use – Proposed Project improvements would occur on City owned property or within public rights-of-way and would not convert prime agricultural or farmland to a non-agricultural use.

   - Impairment of Agricultural Productivity of Prime Agricultural Land. – Proposed Project improvements would occur on City owned property or within public rights-of-way and would not convert prime agricultural or farmland to a non-agricultural use.

   - Substantially Increase Pesticide Overspray, Dust or Noise in Urban Areas – No agricultural operations would be undertaken as part of proposed Project activities, so no impacts to pesticide overspray, dust or noise in an urban area would occur

3. **Water Quality and Hydrology**

- Potential Impacts Related to Increased Flooding – None of the proposed project improvements would increase the amount of impervious surfaces that would increase the quantity of stormwater runoff.

- Alteration of Drainage Patterns that Could Exacerbate Flooding Problems – None of the proposed project improvements would significantly change existing drainage patterns by significant amounts of grading or adding fill material to Project element sites.

- Exposure of Life and Property to Increased Flood Hazard – None of the proposed project improvements would include structures for human occupancy.

4. Biological Resources

- Impact BIO-12 – Upgrading activities of the Jennings Facility may result in changes to treated effluent into local rivers.

5. Air Quality

- Contribution to Cumulatively Considerable Air Pollutants – Cumulative project air emissions would not exceed regional air quality standards.

- Violation of any Air Quality Standard or Contribute Substantially to an Existing or Projected Air Quality Violation – Project air emissions would not exceed regional air quality standards.

- Exposure of Sensitive Receptors to Substantial Pollutant concentrations – The proposed project would not introduce new sensitive receptors (residences or similar uses) to the project component sites.

- Conflict with Applicable Air Quality Plan – Vehicle trips associated with the Project are not expected to increase due to implementation of the Project and the Project is not anticipated to result in a substantial and unplanned level of growth. Therefore, the Project would not conflict with or obstruct implementation of efforts outlined in the region's air pollution control plans to attain or maintain ambient air quality standards.

6. Noise

- Temporary Construction Noise- Construction of Project components would temporarily increase ambient noise levels in the Project vicinity above levels existing but would be less-than-significant with adherence to existing City noise requirements.

7. Visual Resources

- Effects on Scenic Vistas - Construction of Project components would be located underground or would involve minor upgrades to existing wastewater facilities.

- Potential Damage to Scenic Resources – No major scenic resources exist on any Project sites.

- Potential to Degrade Visual Character or Quality of the Sites - Construction of Project components would be located underground or would involve minor upgrades to existing wastewater facilities.

- Creation of Substantial Light and Glare – Limited new lighting facilities would be added that would result in a significant light or glare impact.

8. Hazards and Hazardous Materials

- Impacts related to routine transport, use or disposal of hazardous materials – No significant quantities of hazardous materials are expected to occur with respect to operational or construction phases of future wastewater projects.

III. Findings and Recommendations Regarding Significant Environmental Impacts

A detailed analysis of the potential environmental impacts and the proposed mitigation measures for the Project is set forth in Chapter 4 of the DEIR, as incorporated into the FMEIR. The City Council concurs with the conclusions in the DEIR, as incorporated into the FMEIR, that changes or alterations have been required, or incorporated into, the project which avoid or substantially lessen many of the significant environmental effects identified in the DEIR.

Chapter 4.3. Water Quality and Hydrology

Impact HYD-1. Grading, trenching and similar ground disturbance could release loose soil, debris and other material into nearby waterways.

a) **Potential Impact.** Impacts to water quality degradation during grading or ground disturbance is described and discussed on pages 71 and 72 of the DEIR.

b) Mitigation Measure. The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure HYD-1 (p. 72 of the DEIR).

c) **Findings.** Based on the FEIR and the entire record before the City, the City Council finds that: implementation of Mitigation Measure HYD-1 would fully mitigate the impact identified above by requiring that Stormwater Pollution Prevention Plans be prepared prior to commencement of earth disturbing activities. The SWPPP shall contain, at minimum, those components identified in Mitigation Measure HYD-1. Implementation of Mitigation Measure HYD-1 will substantially lessen or avoid the impact identified above.

Chapter 4.4. Biological Resources

Impact BIO-1. Construction of project facilities along the Tuolumne River adjacent to the Primary Plant, or in other riparian areas, could damage the habitat of the valley elderberry longhorn beetle.

a) **Potential Impact.** Impacts to water quality degradation during grading or ground disturbance is described and discussed on pages 71 and 72 of the DEIR.

b) **Mitigation Measure.** The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure BIO-1 (p. 106 of the DEIR).

c) **Findings.** Based on the FEIR and the entire record before the City, the City Council finds that: Mitigation Measure BIO-1 requires that the project area and surrounding area be surveyed and mapped by a qualified biologist for the presence of the valley elderberry longhorn beetle and its elderberry host species plant. In the event that elderberry plants are discovered, Mitigation Measure BIO-1 establishes protocols for the City and its contractors to follow to ensure that the mitigation measure above is mitigated to a less than significant level. Specifically, this measure calls for consultation and coordination with the US Fish and Wildlife Service and Army Corps of Engineers, implementation of avoidance mitigations where possible and transplantation of elderberry plants if necessary for the project. Taken together, implementation of these mitigation measures will substantially lessen or avoid the biological resources impact identified above.

Impact BIO-2. Construction of wastewater facilities could impact the habitat of burrowing owl.

a) **Potential Impact.** The biological resources impact identified above is described and discussed on pages 108 through 109 of the DEIR.

b) **Mitigation Measure.** The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure BIO-2 (p. 108 and 109 of the DEIR).

c) **Findings.** Based on the FEIR and the entire record before the City, the City Council finds that: Mitigation Measure BIO-2 requires completion of a pre-construction survey for Burrowing Owls in accordance with State and Federal regulations and establishes protocols to ensure that if breeding or resident owls are discovered, the City and its contractors act to protect their habitat from disruption during the nesting season. In the event that avoiding construction in occupied areas is not feasible. The Mitigation Measure establishes standards for mitigation through the acquisition and preservation of offsite habitat. Together, implementation of these mitigation measures will substantially lessen or avoid the biological resources impact identified above.

Impact BIO-3. Construction of wastewater facilities may impact nesting raptors.

a) **Potential Impact.** The biological resources impact identified above is described and discussed on pages 110 through 111 of the DEIR.

b) **Mitigation Measure**. The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure BIO-3 (p. 110 and 111 of the DEIR).

c) **Findings.** Based on the FEIR and the entire record before the City, the City Council finds that: Implementation of Mitigation Measure BIO-3 will substantially lessen or avoid the biological resources impact identified above by ensuring that to the extent practicable, construction shall be scheduled to avoid the nesting season, and where such avoidance mitigation is not feasible, pre-construction surveys for nesting raptors shall be conducted to ensure that no active raptor nest is disturbed by construction activities.

Impact BIO-4. Construction of wastewater facilities may impact sensitive biological resources and habitat area within the Tuolumne River.

a) **Potential Impact.** The biological resources impact identified above is described and discussed on pages 111 through 112 of the DEIR.

b) **Mitigation Measure**. The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure BIO-4 (p. 111 of the DEIR).

c) Findings. Based on the FEIR and the entire record before the City, the City Council finds that: Mitigation Measure BIO-4 requires that pre-construction surveys be conducted prior to project-related activities that would impact the resources of the Tuolumne and San Joaquin

Rivers. If such surveys identify potentially significant impacts, the measure requires that the City consult with State and Federal regulatory agencies to ensure that appropriate protocols are followed to mitigate any such impacts. Mitigation Measure BIO-4 additionally requires the City to implement standard avoidance and minimization mitigations in consultation with relevant regulatory agencies in the event that special-status species are identified in the project area. Implementation of Mitigation Measure BIO-4 will substantially lessen or avoid the biological resources impact identified above by ensuring that the City implement standard protocols for avoiding impacts to special-status species and their habitat.

Impact BIO-5. Construction of project facilities may impact Swainson's hawk foraging habitat.

a) **Potential Impact.** The biological resources impact identified above is described and discussed on page 112 of the DEIR.

b) **Mitigation Measure**. The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure BIO-5 (page of the DEIR).

c) **Findings.** Based on the FEIR and the entire record before the City, the City Council finds that: In the event that project facilities are constructed on lands identified as potential foraging habitat for Swainson's Hawks, implementation of Mitigation Measure BIO-5 will substantially lessen or avoid such impacts by requiring that the City offset such loss of habitat by providing offsite "Habitat Management" lands as provided in California Department of Fish and Wildlife ("CDFW") standard protocols.

Impact BIO-6. Construction of project facilities may impact Swainson's species by removing trees with active nests.

a) **Potential Impact.** The biological resources impact identified above is described and discussed on page 112 of the DEIR.

b) **Mitigation Measure**. The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure BIO-6 (pages 112 and 113 of the DEIR).

c) **Findings.** Based on the FEIR and the entire record before the City, the City Council finds that: Implementation of Mitigation Measure BIO-6 will substantially lessen or avoid the biological resources impact identified above by requiring that: (1) a qualified ornithologist conduct pre-construction surveys at the Jennings Plant site, in developing areas where collection system extensions are being constructed and within

one-mile of previously undeveloped properties that could have trees with active nests; (2) if a nest site is found, the City consult with CDFG to ensure that the project will not result in nest disturbance; and (3) if it is not feasible to avoid active nest sites, that they be removed in accordance with standard protocols to ensure that any impacts of such removal are mitigated.

Impact BIO-7. Construction or improvements to the Jennings Facility may cause impacts to wetlands and waters of the US.

a) **Potential Impact.** The biological resources impact identified above is described and discussed on page 113 of the DEIR.

b) **Mitigation Measure**. The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure BIO-7 (page 113 of the DEIR).

c) **Findings.** Based on the FEIR and the entire record before the City, the City Council finds that: Implementation of Mitigation Measure BIO-7 will substantially lessen or avoid the biological resources impact identified above by requiring preconstruction surveys for projects near potential wetlands and, if such impacts are found, completing necessary permits with the California Department of Fish & Wildlife, U.S. Army Corps of Engineers and other appropriate regulatory agencies.

Impact BIO-8. Construction activities could cause impacts to riparian habitats under the jurisdiction of the California Department of Fish and Wildlife and/or the U.S. Army Corps of Engineers.

a) **Potential Impact.** The biological resources impact identified above is described and discussed on pages 113 and 114 of the DEIR.

b) **Mitigation Measure**. The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure BIO-8 (page 114 of the DEIR).

c) **Findings.** Based on the FEIR and the entire record before the City, the City Council finds that: Implementation of Mitigation Measure BIO-8 will substantially lessen or avoid the biological resources impact identified above by requiring preconstruction surveys for projects near potential wetlands for special-status species or habitats and, if such impacts are found, completing necessary steps in consultation with appropriate regulatory agencies to ensure such impacts are reduced to a less-than-significant level.

Impact BIO-10. Construction activities may result in direct, temporary, and indirect impacts on roosting special-status bats.

a) **Potential Impact.** The biological resources impact identified above is described and discussed on page 115 of the DEIR.

b) **Mitigation Measure**. The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure BIO-10 (pages 114 and 115 of the DEIR).

c) **Findings.** Based on the FEIR and the entire record before the City, the City Council finds that implementation of Mitigation Measure BIO-10 will substantially lessen or avoid the biological resources impact identified above by requiring removal of special-status bats during certain times of the year when bats are not present, or under the supervision of a qualified biologist and to ensure such impacts are reduced to a less-than significant level.

Impact BIO-11. Construction activities may result in direct, temporary, and indirect impacts on special-status species not addressed in this DEIR.

a) **Potential Impact.** The biological resources impact identified above is described and discussed on page 116 of the DEIR.

b) **Mitigation Measure**. The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure BIO-11 (pages 116 and 117 of the DEIR).

c) **Findings.** Based on the FEIR and the entire record before the City, the City Council finds that implementation of Mitigation Measure BIO-10 will substantially lessen or avoid the biological resources impact identified above by requiring pre-construction surveys for special-status species and, if found, obtaining permits from appropriate biological regulatory agencies to devise methods to protect species so that such impacts are reduced to a less-than-significant level.

Impact BIO-13. Growth facilitated by the project would result in cumulative loss of Swainson's hawk and burrowing owl habitat.

a) **Potential Impact.** The biological resources impact identified above is described and discussed on page 117 of the DEIR.

b) **Mitigation Measure**. The following mitigation measures are hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measures BIO-2, BIO-5 and BIO-6

(pages 108, 109 and 112 DEIR).

c) **Findings.** Based on the FEIR and the entire record before the City, the City Council finds that implementation of Mitigation Measures BIO-2, BIO-5 and BIO-6 will substantially lessen or avoid the biological resources impact identified above as previously documented in this document.

Chapter 4.5. Air Quality and Greenhouse Gas Emissions

Impact AIR-1. Some project components, including continued operation of the Jennings Road and Sutter facilities, could generate odors that would affect surrounding sensitive receptors.

a) **Potential Impact.** Potential odor impacts of project operations is described and discussed on pages 131 of the DEIR.

b) **Mitigation Measure**. The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure AIR-1 (p. 134 of the DEIR).

c) **Findings.** Based on the FEIR and the entire record before the City, the City Council finds that: implementation of Mitigation Measure AIR-1 would fully mitigate the impact identified above by requiring that an Odor Control Plan be developed for wastewater facilities and elements of the plans implemented. Implementation of Mitigation Measure AIR-1 will substantially lessen or avoid the impact identified above.

Impact AIR-2. Future operations of wastewater facilities could emit greenhouse gasses exceeding the regional standard of significance.

a) **Potential Impact.** Potential odor impacts of project operations is described and discussed on pages 136 of the DEIR.

b) **Mitigation Measure**. The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure AIR-2 (p. 136 of the DEIR).

c) **Findings.** Based on the FEIR and the entire record before the City, the City Council finds that: implementation of Mitigation Measure AIR-2 would fully mitigate the impact identified above by requiring that wastewater project elements be reviewed and to include greenhouse gas reduction components to meet San Joaquin Valley Air Pollution Control District greenhouse gas emission standards.

Chapter 4.6. Noise

Impact NOISE-1. Project operations could substantially increase

noise levels at nearby sensitive receptors.

a) **Potential Impact.** Potential noise impacts of project operations at the Sutter Facility are described and discussed on pages 143 through 145 of the DEIR.

b) **Mitigation Measure**. The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure NOISE-1 (p. 145 of the DEIR).

c) **Findings.** Based on the FEIR and the entire record before the City, the City Council finds that: implementation of Mitigation Measure NOISE-1 would fully mitigate the impact identified above by requiring noise and equipment to comply with noise standards set forth in the EIR.

Chapter 4.8. Hazards and Hazardous Materials

Impact HAZ-1. Grading, trenching and similar ground disturbance could uncover contaminated soil or groundwater that could be released into the environment.

a) **Potential Impact.** Potential contamination related to grading, trenching and other ground disturbing activities is described and discussed on page 159 of the DEIR.

b) **Mitigation Measure**. The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure HAZ-1 (p. 1159 of the DEIR).

c) **Findings.** Based on the FEIR and the entire record before the City, the City Council finds that: implementation of Mitigation Measure HAZ-1 would fully mitigate the impact identified above by requiring preconstruction surveys for potentially hazardous materials and remediation of such materials by qualified firms if found.

IV. Findings Regarding Project Alternatives.

A. Identification of Project Objectives.

The CEQA Guidelines state that the "range of potential alternatives to the proposed project shall include those that could feasibly accomplish most of the basic purposes of the project and could avoid or substantially lessen one or more of the significant effects" of the Project. CEQA Guidelines § 15126(d)(2). Thus, an evaluation of the Project objectives is key to determining which alternatives should be assessed in the EIR.

The DEIR lists the following specific objectives for the Project (page 36):

a) Implement the City's Urban Area General Plan by planning for sewer infrastructure in a timely and cost-effective manner to serve new and existing development.

b) Repair and replace aging wastewater infrastructure in a comprehensive fashion.

c) Ensure adequate wastewater infrastructure and services are available to serve new growth within the City's Sphere of Influence.

d) Plan for state-of-the-art facilities that reliably and economically meet the current and anticipated regulatory requirements.

e) Increase effluent disposal capacity by upgrading from secondary treatment to tertiary treatment, and enabling the City to dispose of treated effluent to the San Joaquin River on a year-round basis.

f) Protect local and regional environmental resources by ensuring that the highest available state-of-the art treatment and disposal technologies are used.

g) Provide detailed information to affected regulatory agencies regarding Modesto's plans to expand and improve the City's wastewater collection, treatment and disposal system.

B. Alternatives Analyzed in the FEIR.

The CEQA Guidelines state that the "range of potential alternatives to the proposed project shall include those that could feasibly accomplish most of the basic purposes of the project and could avoid or substantially lessen one or more of the significant effects of the Project. The City evaluated the alternatives listed below.

1. Alternative 1: No Project Alternative.

a. Findings. Alternative 1 is described on pages 160 through 162 of the DEIR. This alternative is rejected, because it would not feasibly achieve the objectives of the Project.

b. Explanation. Although the No Project Alternative would avoid the Project's significant impacts, it would not further the City's Project Objectives to provide for much needed repair and replacement of aging wastewater infrastructure, increase treatment capacity at the Jennings Facility to allow for system upgrades to meet more stringent regulatory requirements. In addition, Alternative 1 would not further growth planning policies established in its General Plan. Indeed, it would achieve none of the Project objectives identified above.

2. Alternative 2: Alternate Project Components.

a. Findings. Alternative 2 is described on pages 161 through 163 of the DEIR. Under Alternative 2, repairs would be made to the River Trunk facility rather than replacement and alternative lift station sites would be selected. The Project Description has been revised in the Final Environmental Impact Report to delete moving of wastewater facilities from the Sutter Facility to the Jennings Facility, but other project components (with the exception of alternative facilities described in this Alternative, would be constructed.

This alternative is accepted as a feasible alternative because it would avoid any significant and unavoidable agricultural impacts while feasibly achieving the Project objectives.

b. Explanation. As set forth in the DEIR, Alternative 2 would result in impacts which are similar to those of the proposed Project but would result in greater land use disruptions due to the need to find alternative sites for lift stations. It is unknown if adequate repairs could be made to the River Trunk facility to ensure public safety.

Exhibit "B"

MITIGATION MONITORING AND REPORTING PROGRAM
EA/UP&P 2014-05

Exhibit "B"

Wastewater System Upgrades EIR
Mitigation Monitoring and Reporting Program

City of Modesto

November 2014

Mitigation Measure	Implementing Responsibility	Monitoring Responsibility	Monitoring Schedule	Verification
<u>HYD-1 (Hydrology & Water Quality)</u>. Prior to commencement of grading or other earth-disturbing activities and commencement of operation of the expanded parking lot at the Sutter Facility, the City shall prepare a Stormwater Pollution Prevention Plan (SWPPP) that shall include specific, detailed measures to minimize erosion of graded material, debris and other material from both construction site where ground disturbance would occur or the expanded parking lot at the Sutter Facility. The SWPPP shall include measures to: a) limit runoff-off of construction chemicals, debris and similar materials off of construction sites. b) provide construction personnel with information to minimize runoff from the site. c) placement of facilities to limit runoff, including but not limited to silt fences, sediment basins and similar facilities around the perimeter of graded areas. d) installation of vegetated swales around the perimeter of the expanded Primary Facility parking lot and at drainage inlets. e) frequent sweeping of the parking lot to remove dust, litter and similar debris.	City of Modesto Utilities Department	City of Modesto Utilities Department	Prior to grading or earth disturbing activities	

f) installation of signs at drainage inlets to make users aware of not to litter.				
BIO-1 (Biological Resources). Prior to construction of any wastewater project element near the Tuolumne River, the following shall be implemented: a) The project area and immediately adjacent area shall be surveyed and mapped by a qualified biologist for the presence of the valley elderberry longhorn beetle and its elderberry host species plant. Mitigation is not required for plants with no stems measuring 1.0 inch (2.5 cm) or greater in diameter at ground level and surveys are valid for a period of two years. b) Appropriate state or federal biological resource agencies shall be consulted if resources are identified that meet the U.S. Fish & Wildlife Service programmatic formal consultation criteria. c) If suitable habitat for the valley elderberry longhorn beetle occurs in a project component area, these areas shall be designated as avoidance areas that will be protected from disturbance during construction. Any valley elderberry longhorn beetle habitat that cannot be avoided should be considered impacted and	City of Modesto Utilities Department	City of Modesto Utilities Department	Prior to construction near Tuolumne River	

appropriate mitigation shall be implemented as described in the remainder of this measure. Core avoidance areas include all areas within 20 feet of the dripline of any elderberry plant with a stem measuring 1.0 inch or greater in diameter at ground level. Such core areas should not be disturbed during construction. Buffer avoidance areas include all the area within 100 feet of any elderberry plant with a stem measuring 1.0 inch or greater at ground level. If complete avoidance within a 100-foot wide buffer cannot be provided, the USFWS must be consulted before any disturbances within the buffer area are considered. In addition, the USFWS must be provided with a map identifying the avoidance areas and written details describing the avoidance and protective measures. Protective measures include: • Temporary construction fencing shall be constructed to provide a minimum setback of at least 20 feet from the dripline of each potential host elderberry plant. • A tailgate education program on the valley elderberry longhorn beetle shall be given to each construction worker and all personnel working within the project area to avoid				

adverse effects on the beetle. • Signs every 50 feet (15.2 m) along the edge of the fence shall be placed along the exclusion fence to help identify the area as a protected area for the valley elderberry longhorn beetle for the duration of construction. Restoration and maintenance activities should be implemented if activities occur within the 100-foot buffer zone. Restoration and maintenance activities include: • Restore any damage done to the buffer area (area within 100 feet of elderberry plants) during construction. Provide erosion control and re-vegetate with appropriate native plants. • Buffer areas must continue to be protected after construction. Measures such as fencing, signs, weeding, and trash removal are usually appropriate. • No insecticides, herbicides, fertilizers, or other chemicals that might harm the beetle or its host plant should be used in the buffer areas, or within 100 feet of any elderberry plant with one or more stems measuring 1				

inch or greater in diameter at ground level. • The applicant must provide a written description of how the buffer areas are to be restored, protected, and maintained after construction is completed. • Mowing of grasses/ground cover may occur from July through April to reduce fire hazard. No mowing should occur within 5 feet of elderberry plant stems. Mowing must be done in a manner that avoids damaging plants (e.g., stripping away bark through careless use of mowing/trimming equipment). d. If elderberry shrubs cannot be avoided, elderberry plants with one or more stems measuring 1.0 inch or greater in diameter at ground level should be transplanted to a mitigation area. The following guidelines shall be followed. • A qualified biologist shall monitor the project and mitigation sites for the duration of the transplanting to ensure no unauthorized take or loss of individuals occurs.				

• Elderberry plants will be transplanted after shrubs have lost their leaves and are dormant, usually from November through the first two weeks in February. • Transplanting shall be conducted according to standard procedures set forth by the USFWS, which includes planting additional seedlings or cuttings at various ratios for plants removed for translocating. • A mitigation area set aside for translocated plants shall provide habitat for the beetle in perpetuity. The mitigation area should provide at least 1,800 square feet for each transplanted elderberry shrub and follow USFWS guidelines for other associated native plants to be planted within the area. This mitigation area shall be weeded by mechanical means (no herbicides) once a year. The mitigation area will be monitored for the general condition of the mitigation area, the condition of the elderberry plants, and the associated native plants, for a period of 10 consecutive years with surveys and reports every year, or for 15 years of monitoring with surveys and reports on years 1, 2, 3, 5, 7, 10, and 15.				

Reports shall be provided to the USFWS.				
BIO-2 (Biological Resources). Prior to construction of any wastewater project components on vacant fields, the following shall be implemented: a. In conformance with Federal and State regulations regarding the protection of raptors, a pre-construction survey for burrowing owls shall be completed, in conformance with CDFW guidelines, prior to the start of construction within suitable habitat. f no burrowing owls are located during these surveys, no additional action would be warranted. However, if breeding or resident owls are located on, or immediately adjacent to, the site, the following mitigation measures shall be implemented: • No burrowing owls shall be evicted from burrows during the nesting season (February 1 through August 31). Eviction outside the nesting season may be permitted pending evaluation of eviction plans and receipt of formal written approval from the CDFW authorizing the eviction. • A 250-foot buffer, within which no new	City of Modesto Utilities Department	City of Modesto Utilities Department	Prior to construction on vacant fields	

activity shall be permissible, shall be maintained between project activities and nesting burrowing owls. This protected area would remain in effect until August 31, or at the CDFW's discretion and based upon monitoring evidence, until the young owls are foraging independently. • If accidental take (disturbance, injury, or death of owls) occurs, the CDFW shall be notified immediately. b. If a pre-construction survey finds that burrowing owls occupy the project site and avoiding construction in occupied areas is not feasible, then habitat compensation on off-site mitigation lands should be implemented. Habitat Management lands comprising existing Burrowing owl foraging and breeding habitat shall be acquired and preserved. An area of 6.5 acres (2.6 ha) (the amount of land found to be necessary to sustain a pair or an individual owl) should be secured for each pair of owls, or individual in the case of an odd number of birds. As part of an agreement with the CDFW, the project applicant should secure the performance of its mitigation duties by providing the				

CDFW with security in the form of funds that would: • Allow for the acquisition and/or preservation of 6.5 acres (2.6 ha) of Habitat Management lands. • Provide initial protection and enhancement activities on the Habitat Management lands, potentially including but not limited to such measures as fencing, trash clean-up, artificial burrow creation, grazing or mowing, and any habitat restoration deemed necessary by CDFW. • Establish an endowment for the long-term management of the Habitat Management lands. • Reimburse the CDFW for reasonable expenses incurred as a result of the approval and implementation of this agreement. Pending CDFW approval, Habitat Management lands providing foraging habitat for Swainson's Hawk (see "Loss of Swainson's Hawk Foraging Habitat" below) may also be used to mitigate impacts to burrowing owl provided the Habitat				

Management lands provide existing burrowing owl foraging and breeding habitat.				
BIO-3 (Biological Resources). Prior to construction of any wastewater project components on vacant fields, the following shall be implemented: a) To the extent practicable, construction shall be scheduled to avoid the nesting season, which extends from January through August. b) If it is not possible to schedule construction between August and January, then one of the following options shall be implemented: - With the approval of the CDFW, trees containing known or potential raptor nest sites may be removed to discourage future nesting attempts on the condition that no raptor pair is currently utilizing the site; or, - Pre-construction surveys for nesting raptors shall be conducted by a qualified ornithologist or wildlife biologist to ensure that no raptor nests would be disturbed during project implementation. A pre-construction survey shall be conducted prior to the initiation of demolition/construction activities during	City of Modesto Utilities Department	City of Modesto Utilities Department	Prior to construction on vacant fields	

the early part of the breeding season (January through April) and prior to the initiation of these activities during the late part of the breeding season (May through August). During this survey, the qualified person shall inspect all trees in and immediately adjacent to the impact areas for raptor nests. - If an active raptor nest is found close enough to the construction area to be disturbed by these activities, the ornithologist, in consultation with CDFW, shall determine the extent of a construction-free buffer zone to be established around the nest.				
BIO-4 (Biological Resources). Construction of wastewater facilities near the banks of the Tuolumne or San Joaquin Rivers shall adhere to the following: a. Pre-construction surveys shall be conducted prior to project-related activities that would impact the resources of the San Joaquin River or Tuolumne River in order to identify potentially significant impacts to potential steelhead and Chinook salmon and their habitats. If the San Joaquin River, the Tuolumne River, or their tributaries could be	City of Modesto Utilities Department	City of Modesto Utilities Department	Construction near Tuolumne or San Joaquin Rivers	

impacted by project activities, USACE permits and a Streambed Alteration Agreement from CDFW and permits from NMFS may be required. If project activities impact regulated habitats, USACE permits, NMFS permits and a Streambed Alteration Agreement from CDFW would be required. Early consultation with the USACE, CDFW and NMFS is recommended to determine adequate protocols, as project modification and/or protection measures may be necessary and would require agency approval. b. If construction activities would result in impacts to any of the special-status species identified as possibly occurring in the project area, protection for that species shall be implemented. These shall be determined through coordination with the City of Modesto, CDFW, USFWS, and NMFS.				
BIO-5 (Biological Resources). If project facilities are constructed on lands identified as potential foraging habitat for Swainson's hawk, then the impacts shall be mitigated by providing offsite Habitat Management lands as described in the CDFW protocol. The final acreage of offsite management lands to be provided would depend	City of Modesto Utilities Department	City of Modesto Utilities Department	Prior to construction on vacant fields identified as Swainson Hawk habitat	

on the distance between the project area and the nearest active nest site. Prior to grading of any site with potential foraging habitat, protocol-level surveys should be conducted to determine the nearest active nest.				
BIO-6 (Biological Resources). The following steps shall be taken to minimize impacts to Swainson Hawk nesting areas. a. In order to assure that nesting Swainson's hawks will not be disturbed by construction activities at the Jennings Facility site, in developing areas where collection system extensions are being constructed on or within one mile of undeveloped properties that could have trees with active nests, a qualified ornithologist shall conduct pre-construction surveys of the project site and adjacent areas within one mile of the project site. Survey Period I occurs from January 1 to March 20, Period II from March 20 to April 5, Period III from April 5 to April 20, Period IV from April 21 to June 10, and Period V from June 10 to July 30. Surveys are not recommended during Period IV because identification is difficult as the adults tend to remain within the nest for longer periods of time. No fewer than three	City of Modesto Utilities Department	City of Modesto Utilities Department	Prior to construction on vacant fields identified as Swainson Hawk habitat	

surveys shall be completed, in at least each of the two survey periods immediately prior to project initiation. If a nest site is found, consultation with CDFW shall be required to ensure project initiation will not result in nest disturbance. b. Nest trees on the project site(s) should not be removed unless avoidance measures are determined to be infeasible. If a nest tree must be removed, a Management Authorization (including conditions to off-set the loss of the nest tree) must be obtained. The Management Authorization will specify the tree removal period, generally between October 1 and February 1. If construction or other project related activities which may cause nest abandonment or forced fledging are necessary within the buffer zone, monitoring of the nest site by a qualified biologist should be required to determine if the nest is abandoned. If it is abandoned, and if the nestlings are still alive, the City shall fund the recovery and hacking (controlled release of captive reared young) of nestling(s).				
BIO-7 (Biological Resources). If project facilities are constructed on or adjacent to wetland areas	City of Modesto Utilities Department	City of Modesto Utilities Department	Prior to construction near wetlands or	

and those areas potentially under the jurisdiction of the USACE and/or CDFW, pre-construction surveys shall be conducted. If these areas would be impacted by project activities, USACE permits and a Streambed Alteration Agreement from CDFW would be required. These agencies would request adequate measures to offset impacts to riparian and aquatic resources. Early consultation with the USACE and CDFW is recommended to determine adequate protocol, as project modification and/or mitigation measures may be necessary and would require agency approval.			other waters	
BIO-8 (Biological Resources). Prior to performing construction activities in or adjacent to a riparian area, a survey should be conducted to determine whether special-status species or habitats are present on or immediately adjacent to the construction area. If it is determined that such species or habitats are present, and if the temporary impacts are determined to be significant, coordination with CDFW, USFWS, NMFS, and USACE shall occur to determine appropriate avoidance steps or detailed mitigation measures to carry out prior to and during construction. These measures could include establishing a riparian buffer between the construction area and the identified resource	City of Modesto Utilities Department	City of Modesto Utilities Department	Prior to construction near riparian area	

or habitat, and monitoring during construction by appropriately qualified scientist(s).				
BIO-10 (Biological Resources). Special-status bat roost habitat may be removed between September 1 and October 31 without surveys or special measures to protect bats. However, if evidence of roosting is observed during vegetation removal, structure demolition, and/or disturbance in other suitable roosting habitat, work should be halted and a qualified wildlife biologist should be contacted for recommendations on how to proceed. Consultation with CDFW may be required to determine appropriate actions. Removal of potential roost habitat should not be conducted during the hibernation season, between November 1 and March 31. Emergence surveys are not effective at determining bat presence (due to suppressed flight and foraging activities) during this period. If removal of suitable roosting habitat is to occur between April 1 and August 31, a qualified biologist shall assess the suitability of affected habitat no later than 30 days prior to the start of construction to determine if there are signs of roosting activity. If suitable habitat is present that contains signs of roost activity, evening	City of Modesto Utilities Department	City of Modesto Utilities Department	Prior to construction near bat habitats	

emergence surveys and/or internal searches to determine presence/absence of bat maternity roosts shall be conducted. All active roosts identified during surveys shall be protected by a 250-foot exclusion buffer around the roost or as determined appropriate by a qualified biologist.				
BIO-11 (Biological Resources) Prior to implementation of individual project components, the City shall: a) Conduct an inquiry of special-status plants and wildlife near the construction area. This includes a review of the CNDDB, CNPS, CDFW RareFind 5 Database. b) Pre-construction surveys shall be conducted prior to project-related activities that would impact sensitive species and their habitats. If it is determined that suitable habitat for special-status species is present in a proposed project area, potential impacts, along with avoidance and minimization measures, shall be evaluated as part of the biological resources assessment report. Impacts on special-status bat species are typically avoided and minimized by conducting pre-construction surveys and using work windows to remove occupied habitat.	City of Modesto Utilities Department	City of Modesto Utilities Department	Prior to commencement of construction on or near habitat of special-status plants or wildlife	

If sensitive species and their habitats are impacted, permits from USACE, CDFW, USFWS, and/or NMFS may be required. Early consultation with the USACE, CDFW and NMFS is recommended to determine adequate protocols, as project modification and/or mitigation measures may be necessary and would require agency approval. c) Appropriate species protection methods shall then be implemented.				
NOISE-1 (operational noise). The following measures apply to the modified Facility entrance and new septic receiving station. Noise from the activities and equipment shall be controlled so as to comply with the noise limits shown in Table 4.6-1. This will limit the increase in the ambient to approximately 3 dBA L_{dn} and minimize possible disturbance due to nighttime noise resulting from mechanical equipment. A noise study shall be prepared when the design for the facility is completed to determine what control measures, if any, are necessary to meet City noise exposure noise limits. These measures may include, but are not limited to, constructing a noise barrier at the property line or around high activity areas, limited operating hours and	City of Modesto Utilities Department	City of Modesto Utilities Department	During construction of facilities at the Sutter Plant	

equipment muffling using sound attenuators or mufflers.				
AIR-1 (Air Quality and Greenhouse Gas). Prior to operation of future facilities that could generate substantial odors, the City shall develop an Odor Control Plan and install odor control systems. The Plan shall specify the installation of necessary odor control facilities and include measures to ensure on-going maintenance of odor control facilities.	City of Modesto Utilities Department	City of Modesto Utilities Department	Prior to operation of facilities that could generate significant odors	
AIR-2 (Air Quaity and Greenhouse Gas). Each individual project component that includes new stationary equipment, such as the relocation of the primary treatment equipment from the Sutter facility to the Jennings facility and the proposed River Trunk Lift Station shall be analyzed for significant GHG impacts. For each project-level analysis, appropriate BPS will be implemented or a 29 percent GHG emission reduction compared to BAU will be demonstrated. Means of mitigating GHG impacts to a less-than-significant level include, but are not limited to, technological controls for stationary sources (such as for boilers, generators, and process heaters) and the GHG	City of Modesto Utilities Department	City of Modesto Utilities Department	Prior to operation of facilities that could generate significant greenhouse gasses	

emission reduction measures (such as energy efficiency, transportation, and site design measures) for development projects listed in the SJVAPCD CCAP.				
HAZ-1 (Hazards and Hazardous Materials). Prior to commencing excavation, grading or trenching of any project component: a) A preconstruction survey shall be conducted of the project area that may include completion of a Phase I Environmental Site Assessment by a qualified consultant, b) If potentially significant concentrations of hazardous materials are found in site soils or groundwater, soil and/or groundwater sampling and analysis shall be completed by a qualified environmental professional. c) If warranted based on the soil sampling, a site remediation plan shall be prepared by a qualified environmental professional and approved by appropriate regulatory agencies. d) The City's contractor shall completed a Health and Safety Plan prior to commencement of work and filed with the City and appropriate regulatory agencies.	City of Modesto Utilities Department	City of Modesto Utilities Department	Prior to commencement of excavation, grading or trenching of any project component	

e) Waste Disposal and Hazardous Materials Transportation Plan shall be prepared dealing with appropriate methods for safe handling and disposal of hazardous materials.				

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-13

Print

A RESOLUTION APPROVING THE FINAL MAP OF MILLBROOK MANOR PHASE I SUBDIVISION IN THE VILLAGE ONE SPECIFIC PLAN AREA OF THE CITY OF MODESTO, AND AUTHORIZING THE CITY CLERK TO SIGN THE FINAL MAP AND RECORD IT WITH THE COUNTY CLERK RECORDER'S OFFICE

WHEREAS, Garrad W. Marsh and Dallas Kadry (collectively "OWNERS"), are the owners of land situated in the City of Modesto, consisting of 5.93 acres, known as MILLBROOK MANOR PHASE I ("SUBDIVISION"), in the Village One Specific Plan Area, and

WHEREAS, the OWNERS have requested that the final map be filed with the County Recorders, and

WHEREAS, the SUBDIVISION is comprised of one residential lot and one remainder and

WHEREAS, the Planning Commission approved the tentative map on April 17, 2006 (Resolution No. 2006-26), and

WHEREAS, the secretary to the Planning Commission and the City Engineer has reviewed and approved the Final Map for recording, and

WHEREAS, the Final Map is in general compliance with the Tentative Map, and

WHEREAS, this item is exempt from CEQA under section 15268(b)(3), which exempts ministerial actions, such as approval of subdivision maps,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that said Final Map be approved; that the dedications for public streets and easements as shown thereon within the boundaries of said map be accepted on behalf of the public for

public use; and that the City Clerk is hereby authorized to sign and record the Final Map with the County Clerk Recorder.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 27th day of January, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Zoslocki, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Mayor Marsh

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-14

RESOLUTION AMENDING THE FISCAL YEAR 2014-2015 ANNUAL OPERATING AND CAPITAL IMPROVEMENT BUDGETS

WHEREAS, a financial analysis has been completed and it has been determined that a budget adjustment is required to the Annual and Capital Improvement Budgets of the City of Modesto for Fiscal Year 2014-2015,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2014-2015 Annual Operating and Capital Improvement budgets as shown in **Exhibit A**, which is **attached** hereto and incorporated by reference herein.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to take the necessary steps to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 27th day of January, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Zoslocki, was upon roll call carried and the resolution adopted by the following votes:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Mayor Marsh

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT A

FISCAL YEAR 2014-15

COMMUNITY AND ECONOMIC DEVELOPMENT

A budget adjustment is necessary to transfer $445,280 in Revenue from Capital Improvement Project #100304, Virginia Corridor Phase 1, to Project #100778, Virginia Corridor Phase 6 Construction to allow for the closure of the Virginia Corridor Phase 1 Project.

A budget adjustment is necessary to establish and recognize $244,246 in unbudgeted Revenue of Federal Funds, and $31,645 in Local Matching Funds from the Surface Transportation Fund Reserves, to Capital Improvement Project #100862, Roundabout Kodiac and Lincoln Oak, and allocate said funds to various discretionary expenditure accounts within the project.

UTILITY PLANNING & PROJECTS

A budget adjustment is necessary to transfer $550,000 from Wastewater Fund Reserves, Fund 4210, to Capital Improvement Project #100860, Jennings Facultative Ponds Biosolids Removal, to establish the Fiscal Year 2014-2015 Capital Improvement Project budget.

A budget adjustment is necessary to transfer $150,000 from Wastewater Fund Reserves, Fund 4210, to Capital Improvement Project #100861, Downtown Sewer Survey Topo, to establish the Fiscal Year 2014-2015 Capital Improvement Project budget.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-15

RESOLUTION APPROVING AN ENTERTAINMENT PERMIT FOR TRESETTI'S FAT TUESDAY AS OUTLINED BY THE CITY OF MODESTO ORDINANCE NO 3492-C.S. AND AUTHORIZING THE PERMIT ADMINISTRATOR TO EXECUTE THE SPECIAL EVENT ENTERTAINMENT PERMIT AND ALL RELATED DOCUMENTS

WHEREAS, Tresetti's Fat Tuesday will consist of multiple stages of live music, DJs, dancers and great Cajun food, and

WHEREAS, the event will also include the Mardi Gras procession that runs through the middle of the event twice during the evening to give the event an authentic New Orleans feel, and

WHEREAS, the event is open to the public who are 21 years of age and over, and

WHEREAS, the event is controlled by temporary fencing outlining the entire perimeter with security at all entrances and exits, and

WHEREAS, Tresetti's Fat Tuesday has hired 25 security guards to assist the Modesto Police Department to ensure a safe and successful event, and

WHEREAS, the Modesto Police Department will be working the event as part of an Outside Work Agreement between the event promoter and the Modesto Police Department,

WHEREAS, this item was not heard by the Entertainment Commission due to the number of confirmed conflicted committee members.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Special Event Entertainment Permit for Tresetti's Fat Tuesday as outlined by the City of Modesto Ordinance No. 3492-C.S.

BE IT FURTHER RESOLVED that the Permit Administrator is hereby authorized to execute the Special Event Entertainment Permit and all related documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 27th day of January, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Zoslocki, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Mayor Marsh

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-16

RESOLUTION APPROVING A MODIFICATION TO THE SCOPE OF SERVICES IN AMENDMENT 1 TO THE ORIGINAL DOKKEN ENGINEERING AGREEMENT FOR DESIGN SUPPORT DURING CONSTRUCTION OF THE STATE ROUTE 99/PELANDALE AVENUE INTERCHANGE RECONSTRUCTION PROJECT TO PROVIDE ENVIRONMENTAL SUPPORT AND DESIGN SUPPORT DURING CONSTRUCTION; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AMENDMENT

WHEREAS, the State Route (SR) 99/Pelandale Avenue Interchange Reconstruction Project is a project to address the traffic congestion at the State Route 99/Pelandale Avenue Interchange, and

WHEREAS, On May 22, 2012, the City Council, by Resolution No. 2012-176, approved the Cooperative Agreement (10-397) between the City of Modesto and Caltrans for the State Route 99/Pelandale Avenue Interchange Reconstruction Project. The Cooperative Agreement established Caltrans and the City of Modesto as "funding partners" and provided a summary of State Route 99 Bond Funds for Construction Capital and Construction Support in the amount of $43,800,000, and

WHEREAS, on October 8, 2013, the California Transportation Commission, by Resolution No. R99-A-1314-01, approved the financial allocation of $43,800,000 of Proposition 1B Bond Savings for the locally administered Pelandale Interchange Reconstruction (PPO 9460) SR99 project, in Stanislaus County, on State Highway System, and

WHEREAS, On November 6, 2013, the City and Dokken Engineering entered into an agreement, City Council Resolution No. 2013-389, to provide Design Support during construction, and

WHEREAS, On August 6, 2014 the City Council, by Resolution No. 2014-295, amended the Agreement with Dokken Engineering for Environmental Stewardship relating to biological surveys and Contractor training, and

WHEREAS, The initial demands on Dokken Engineer's time due to Requests for Information submitted by the Contractor and addressing unforeseen conditions during excavation activities has reduced the remaining Dokken budget to an amount that is not sufficient to provide the required Design Support for this project through the end of construction, and

WHEREAS, The level of effort for environmental activities as identified in Amendment 1 has not been as great as anticipated and those activities have now been completed; and

WHEREAS, City staff has determined it is in the best interest of the public and the City of Modesto to modify the Scope of Services identified in the Dokken Engineering Design Support during Construction Agreement to read: "Dokken Engineering will provide on-going Environmental Support and Design Support during Construction" with no increase in cost for Amendment 1.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a modification to the Scope of Services in Amendment 1 to the original Dokken Engineering Agreement for Design Support during construction of the State Route 99/Pelandale Avenue Interchange Reconstruction Project to provide Environmental Support and Design Support during construction.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Second Amendment to the Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 27th day of January, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Zoslocki, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Mayor Marsh

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-17

RESOLUTION APPROVING A SECOND AMENDMENT TO THE AGREEMENT WITH DOKKEN ENGINEERING FOR DESIGN SUPPORT DURING CONSTRUCTION OF THE STATE ROUTE (SR) 99 / PELANDALE AVENUE INTERCHANGE RECONSTRUCTION PROJECT IN AN AMOUNT NOT TO EXCEED $103,590; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AMENDMENT

WHEREAS, the State Route (SR) 99/Pelandale Avenue Interchange Reconstruction Project is a project to address the traffic congestion at the State Route 99/Pelandale Avenue Interchange, and

WHEREAS, On May 22, 2012, the City Council, by Resolution No. 2012-176, approved the Cooperative Agreement (10-397) between the City of Modesto and Caltrans for the State Route 99/Pelandale Avenue Interchange Reconstruction Project. The Cooperative Agreement established Caltrans and the City of Modesto as "funding partners" and provided a summary of State Route 99 Bond Funds for Construction Capital and Construction Support in the amount of $43,800,000, and

WHEREAS, on October 8, 2013, the California Transportation Commission, by Resolution No. R99-A-1314-01, approved the financial allocation of $43,800,000 of Proposition 1B Bond Savings for the locally administered Pelandale Interchange Reconstruction (PPO 9460) SR99 project, in Stanislaus County, on State Highway System, and

WHEREAS, On November 6, 2013, the City and Dokken Engineering entered into an agreement, City Council Resolution No. 2013-389, to provide Design Support during construction, and

WHEREAS, On August 6, 2014 the City Council, by Resolution No. 2014-295, amended the Agreement with Dokken Engineering for Environmental Stewardship relating to biological surveys and Contractor training, and

WHEREAS, the initial demands on Dokken Engineer's time due to Requests for Information submitted by the Contractor and addressing unforeseen conditions during excavation activities has reduced the remaining Dokken budget to an amount that is not sufficient to provide the required Design Support for this project through the end of construction, and

WHEREAS, City staff has determined it is in the best interest of the public and the City of Modesto to amend the Dokken Engineering Design Support Contract and increase the budget of said contract by an amount not to exceed $103,590, and

WHEREAS, **attached** as **Exhibit** A, is a copy of the Amendment specified herein.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Second Amendment to the Agreement with Dokken Engineering for Design Support during construction of State Route (SR) 99/Pelandale Avenue Interchange Reconstruction in an amount not to exceed $103,590.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Second Amendment to the Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 27th day of January, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Zoslocki, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Mayor Marsh

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT A

SECOND AMENDMENT TO AGREEMENT
FOR
DESIGN SUPPORT DURING CONSTRUCTION OF
STATE ROUTE 99/PELANDALE AVENUE INTERCHANGE RECONSTRUCTION PROJECT

This SECOND AMENDMENT TO AGREEMENT FOR STATE ROUTE 99 PELANDALE AVENUE INTERCHANGE ("Second Amendment") is made and entered into in the City of Modesto, County of Stanislaus, State of California, as of this _____ day of _____, 2015, by and between the CITY OF MODESTO a municipal corporation of the State of California ("City") and DOKKEN ENGINEERING, a California Corporation, ("Consultant").

This Second Amendment is made with regard to the following Recitals;

A. On or about November 6, 2013, City and Consultant entered into a STANDARD AGREEMENT FOR CONSULTANT SERVICES ("Agreement").

B. On or about August 6, 2014, City and Consultant entered into an AMENDMENT TO AGREEMENT FOR STATE ROUTE 99/PELANDALE AVENUE INTERCHANGE ("First Amendment").

C. Paragraph 9 "AMENDMENTS" of the Agreement states in part: "...Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for City or Consultant to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City

and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work..."

D. Paragraph entitled "COMPENSATION" of the Amendment 1 to the Agreement, states in part: "Consultant agrees to accept a sum not to exceed $243,709.73 as full remuneration for performing all services and furnishing all staffing and materials called for in Exhibit "A" and for performance by Consultant of all of its duties and obligations under this Agreement and in Exhibit 1 to the First Amendment to Agreement For Design Support During Construction of State Route 99 / Pelandale Avenue Interchange Reconstruction Project"

E. On December 2, 2014, Consultant submitted to the City a budget augmentation for an extension of ongoing on-call tasks requested by the City to be added to the Agreement for the completion of work related to design support to Reconstruct State Route 99/ Pelandale Avenue Interchange, attached hereto as Exhibit "1" and incorporated herein by reference. Exhibit "1" identifies the on-going tasks to be performed by Consultant as well as Consultant's costs.

F. The estimated additional environmental and design support result in increased cost as follows:

    i. Task 1. On-going Environmental Support and Design Support during construction additional cost; $103,832.72.

G. The aforementioned estimated tasks increase the amount of the Agreement by $103,832.72. The amount listed above is the estimated level of effort. In no

case shall the total fee exceed the total contract amount under the Agreement, the First Amendment and this Second Amendment without memorializing an additional written amendment to the Agreement signed by City and Consultant.

H. The parties to the Agreement and to this Second Amendment understand and agree that it is necessary to modify Paragraph 1 of the Agreement entitled "SCOPE OF SERVICES".

I. The parties to the Agreement and to this Second Amendment understand and agree that it is necessary to modify Paragraph 3 of the Agreement entitled "COMPENSATION".

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the parties mutually agree as follows:

1. The recitals and exhibits set forth above and as set forth in the Agreement and Amendment 1 to the Agreement are incorporated by this reference and hereby made a part of this Second Amendment.

2. Except as provided herein, the terms used in this Second Amendment shall have the same meaning as the same terms have in the Agreement.

3. Unless expressly amended by this Second Amendment, all the terms and provisions of the Agreement and Amendment 1 to the Agreement shall remain in full force and effect.

4. Paragraph 1 of the Agreement entitled **"SCOPE OF SERVICES"** shall be deleted and the parties agree to and hereby do substitute the following in its place:

SCOPE OF SERVICES.

Consultant shall undertake and complete the preparation of the scope of work as set forth and described in the documents attached to this Agreement and referred to herein as Exhibit "A" or "Project". In addition, Consultant shall undertake and complete the preparation of the scope of work as set forth and described in the documents attached to the First Amendment To Agreement For Design Support During Construction of State Route 99/Pelandale Avenue Interchange Reconstruction and referred to therein as Exhibit "1". The Consultant shall perform the services as described in said Exhibit "A" and Exhibit "1" in a manner compatible with the standards of its profession and shall produce a fully complete project as described in Exhibit "A" and Exhibit "1" acceptable to City.

4. Paragraph 3 of the Agreement entitled "**COMPENSATION**" shall be deleted and the parties agree to and hereby do substitute the following in its place:

COMPENSATION.

Consultant agrees to perform the work on a time and materials basis not to exceed **$347,542.45** as full remuneration for performing all services and furnishing all staffing and materials called for in Exhibit "A" and for performance by Consultant of all of its duties and obligations under: 1) this Agreement, 2) in Exhibit "1" to the First Amendment To Agreement For Design Support During Construction of State Route 99/Pelandale Avenue Interchange Reconstruction, and 3) in Exhibit "B" to the Second Amendment To Agreement For Design Support During Construction of State Route 99/Pelandale Avenue Interchange Reconstruction

The compensation shall be paid pursuant to and in the manner and at the time set forth below:

- The Consultant will submit invoices along with monthly progress of work on a monthly basis.
- Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of the City.
- Payment, if approved will be for the full amount invoiced. Payment will be made within 30 days after receipt of invoice.
- In addition to submitting invoices, the Consultant will submit a monthly progress of work.
- Under no circumstances will Dokken Engineering or any of its sub-consultants perform work which will result in the total amount billed by Dokken Engineering each month to exceed $5,000.00 without prior City of Modesto approval.

The method of payment for this contract will be based on actual cost-plus-a-fixed fee. The City will reimburse the consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by the Consultant in performance of the work. The Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant's Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event will the Consultant be reimbursed for overhead costs at a rate that exceeds the City's approved overhead rate set forth in the Cost Proposal. In the event that the City determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time and/or actual costs reimbursable by the City shall be adjusted by contract amendment to accommodate the changed work.

In addition to the allowable incurred costs, the City will pay the consultant a fixed fee of $25,725.47. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of the Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Article 15 Termination of Agreement.

No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.

Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by the City's Contract Manager. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this First Amendment in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2015-_____, adopted by the Council of the City

of Modesto on the _____ day of _____, 2015, and DOKKEN ENGINEERING, has caused this Second Amendment to be duly executed in duplicate.

CITY OF MODESTO,
a California municipal corporation

By: _____
JAMES HOLGERSSON, City Manager

ATTEST:

By: _____
STEPHANIE LOPEZ, City Clerk

APPROVED AS TO FORM:
ADAM LINDGREN, City Attorney

By _____
ROLAND STEVENS, Special Council

APPROVED AS TO FORM:

By _____
MARY AKIN, Risk Manager

DOKKEN ENGINEERING
a California corporation*

By: _____
RICHARD T. LIPTAK, President

By: _____
CATHY CHAN, Secretary

(SEAL)

Consultant's Federal ID # 68-0099664

** Corporations - signature of two (2) officers required or one (1) officer plus corporate seal.*

Partnership - signature of a partner required

Sole Proprietorship - signature of proprietor required

CITY OF MODESTO

DESIGN SERVICES DURING CONSTRUCTION

AMENDMENT 2

Exhibit A

Scope of Services

Revised 12/23/2014

Amendment 2, Modification 1:

Amendment 1 to Dokken Engineering's original Design Support during Construction Agreement anticipated potential environmental issues that might arise during time of construction. The environmental issues have been resolved and although consultation relating to environmental issues may still occur, it would not be to the extent originally anticipated. Due to the number of Requests for Information that have been received from the Contractor, the following modification to Amendment 1 is recommended:

Delete Tasks 1 through 4 identified in Amendment 1and replace with the following:

"Dokken Engineering will provide on-going Environment Support and Design Support during construction." There will be no additional cost to the Agreement as a result of this modification.

Amendment 2, Modification 2:

Dokken Engineering will provide on-going consultation and interpretation of contract documents, as requested by the City of Modesto through the Project Resident Engineer. Written responses will be provided to all Requests for Information and supplemental or revised drawings may be issued to provide clarity to the Resident Engineer or Contractor. Refer to Exhibit B for Cost of Services.

DOKKEN ENGINEERING

Revised 12/23/2014

AMENDMENT NO. 2, EXHIBIT B

CITY OF MODESTO

SR 99/Pelandale Ave Interchange

Services During Construction, Hours & Cost

Task Description	DOKKEN ENGINEERING												JACOBS ENGINEERING, INC.						TOTAL		
	MATTHEW GRAVES, PE Project Manager	NATHAN DONNELLY, PE Senior Engineer	MEGAN CANTER, PE Associate Engineer	JOE DEFOSSA, PE Senior Engineer + Lighting and Signals	STAFF Senior Engineer	STAFF Associate Engineer	STAFF Associate Engineer	STAFF CADD Technician (Senior)	STAFF CADD Technician (Associate)	TOTAL HOURS	OTHER DIRECT COSTS	TOTAL COST	JEFFREY TOWNSEND Project Manager	ADAM KENDEL Associate Advisor	REGINA MENDEL FREEMAN Associate Advisor	TOTAL HOURS	OTHER DIRECT COSTS	TOTAL COST	TOTAL HOURS	OTHER DIRECT COSTS	TOTAL COST
	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]				$[illegible]	$[illegible]	$[illegible]						
	40	145	218	24	38	40	72	74	72	[illegible]		70,312.45	0	72	90	178		$24,520.28	644		$103,832.72
Task 1: Ongoing Environmental Support and Design Support during construction	40	145	218	24	38	40	72	74	72	[illegible]		70,312.45	0	72	90	178		$24,520.28	644		$103,832.72

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-18

RESOLUTION REJECTING THE BIDS FOR THE TIVOLI TEST WELL PROJECT, AND AUTHORIZING CITY STAFF TO RE-ADVERTISE THE PROJECT WITH AN AMENDED SCOPE OF WORK

WHEREAS, the bids received for the Tivoli Test Well project were opened at 11:00 a.m. on December 2, 2014, and later tabulated by the Director of Utilities for the consideration of the Council, and

WHEREAS, the three bids ranged from 101.06% to 213.25% above the engineer's estimate, and

WHEREAS, several local well drillers were contacted and all indicated a backlog of work ranging from 18 to 24 months, and

WHEREAS, the Utilities Department's Capital Planning staff re-evaluated the Tivoli Specific Plan area's water demands and determined there is not an immediate need for a Tivoli test well at this time, and

WHEREAS, staff recommends rejecting all bids and re-advertising the project to install a permanent monitoring well,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby rejects all bids received for the Tivoli Test Well project.

BE IT FURTHER RESOLVED that City staff is hereby authorized to re-advertise the project with an amended scope of work.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 27th day of January, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Zoslocki, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Mayor Marsh

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-19

RESOLUTION APPROVING THE APPOINTMENTS OF COUNCILMEMBER BILL ZOSLOCKI AS THE CITY'S REPRESENTATIVE, AND COUNCILMEMBER TONY MADRIGAL, AS THE ALTERNATE, TO SERVE ON THE NORTH VALLEY REGIONAL RECYCLED WATER PROJECT JOINT POWERS POLICY COMMITTEE

WHEREAS, on November 25, 2014, the City Council, by Resolution 2014-491, approved a Joint Power Agreement (JPA) between the Del Puerto Water District and the City of Modesto for the North Valley Regional Recycled Water Program, and

WHEREAS, the JPA will be administered by a Joint Policy Committee consisting of one representative appointed by each party, and an alternate to serve in the absence of the primary representative, and

WHEREAS, Mayor Marsh recommended appointing Councilmember Bill Zoslocki as the City of Modesto's primary representative, and Councilmember Tony Madrigal as the alternate,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves appointing Councilmember Bill Zoslocki as the City's primary representative, and Councilmember Tony Madrigal as the alternate to serve on the North Valley Regional Recycled Water Project Joint Power Policy Committee.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 27th day of January, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Zoslocki, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Mayor Marsh

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-20

RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT AND IMPLEMENTATION OF THE ORACLE eAM ENTERPRISE ASSET MANAGEMENT PROGRAM FROM AST CORPORATION IN THE AMOUNT OF $580,200, AND THE LICENSE FOR THE ORACLE eAM MODULE FROM ORACLE FOR AN ESTIMATED TOTAL COST OF $93,034, WITH A CONTINGENCY AMOUNT OF $58,000 FOR THE UTILITIES DEPARTMENT, WASTEWATER SERVICES DIVISION WITH A TOTAL PROJECT COST OF $731,234

WHEREAS, in 2005, the City completed a comprehensive analysis to begin improving critical business processes and to ensure technology was being used in the most effective and efficient way to support operations, and

WHEREAS, the in-depth analysis identified a need for the integration and consolidation of existing City systems to improve business processes, and

WHEREAS, a technology blueprint was created and adopted by Council on May 25, 2010, by Resolution 2010-219, and an Enterprise Resource Planning (ERP) system was recommended, and

WHEREAS, the City actively prepared for the procurement of the ERP solution that encompassed key City business processes, and in 2010 the City issued an RFP for an ERP system, and

WHEREAS, the project was competitively bid and awarded to Applications Software Technology (AST) implementing an Oracle ERP solution, and the City successfully implemented 22 Modules of Oracle's ERP system at the end of 2011, and

WHEREAS, in April 2014, the City Auditor Moss-Adams issued the Water and Wastewater Efficiency Study Final Report, and in Finding 14 the Report recommended that the existing maintenance management system be replaced and this project implements that recommendation, and

WHEREAS, the Utilities Department, Wastewater Division evaluated Oracle's eAM module and is seeking to implement this module to achieve the desired functionality and integration with the existing ERP system, and

WHEREAS, onsite demos were conducted to verify the system functionality of Oracle's eAM and Oracle's eAM is the best choice for managing the City's vertical assets, and

WHEREAS, the CityWorks system, CassWorks (the upgraded version of the City's existing work order system), and SunGard's HTE work order systems were also reviewed, and

WHEREAS, the Wastewater Division, Plant Maintenance Section, which manages the City's vertical assets, determined that the Oracle's eAM system best suited its needs as well as being favored for the native integration with the ERP system, and

WHEREAS, Oracle is the sole provider of Oracle Applications and is the only vendor that can provide Oracle licensing for the Oracle eAM module, and

WHEREAS, Oracle support is included with application licensing and the eAM module will be implemented on existing servers due to the integration with the Oracle ERP suite, and

WHEREAS, AST is the best implementation partner available to configure and implement eAM due to its configuration of the current Oracle ERP system and knowledge of the existing ERP implementation, and

WHEREAS, AST also has a platinum partnership status with Oracle that focuses on public sector ERP implementations, and

WHEREAS, Modesto Municipal Code (MMC) Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment, or contractual services to be formally bid, and

WHEREAS, there are exceptions to the rule set forth in the MMC Section 8-3.204(b), which states that the purchasing agencies' requirements can be met solely by a single article or process; the sole source procurement of the Oracle eAM Enterprise Asset Management Program for the Utilities Department - Wastewater Division conforms to this MMC section,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the sole source procurement and implementation of the Oracle eAM Enterprise Asset Management Program from AST Corporation in the amount of $580,200, and the license for the Oracle eAM Module from Oracle for an estimated total cost of $93,034, with a contingency amount of $58,000 for the Utilities Department, Wastewater Services Division with a total project cost of $731,234.

BE IT FURTHER RESOLVED that the Purchasing Manager is hereby authorized to issue a purchase order for an estimated total cost of $731,234.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 27th day of January, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Zoslocki, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Mayor Marsh

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-21

RESOLUTION AMENDING THE FISCAL YEAR 2014-2015 WASTEWATER OPERATIONS ADMINISTRATION BUDGET BY $731,234 FROM WASTEWATER FUND RESERVES TO FULLY FUND THE PROCUREMENT, IMPLEMENTATION, AND LICENSING FOR THE ORACLE eAM ENTERPRISE ASSET MANAGEMENT PROGRAM

WHEREAS, amending the Fiscal Year 2014-15 Wastewater Operations Administration operating budget by appropriating $731,234 from Wastewater Reserves is necessary to fund the procurement, implementation, and licensing for the Oracle eAM Enterprise Asset Management Program.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the transfer of funds in the amount of $731,234 from Wastewater Reserves to Operating Budget 4210-44310-52170 – Wastewater Operations Administration, PC Software and Supplies as shown in **Exhibit A**, which is **attached** hereto and incorporated by reference herein.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 27th day of January, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Zoslocki, was upon roll call carried and the resolution adopted by the following votes:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Mayor Marsh

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT A

Utilities Department, Wastewater Division, Plant Operations is looking to procure, implement, and license a new work order system. After reviewing several programs, staff has determined that the Oracle eAM Enterprise Asset Management Program is the best choice for managing the City's vertical assets. The new program will be part of the existing Oracle platform and will be serviced by AST, who is the current vendor that services the existing Oracle system.

Staff is requesting a transfer of $731,234 from Wastewater Funds to Wastewater Operations Administration to cover the costs of this new program.

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MODESTO CITY COUNCIL
RESOLUTION NO. 2015-22

A RESOLUTION AMENDING EXHIBIT "B" OF MODESTO CITY COUNCIL RESOLUTION NO. 86-1184 TO REVISE RENTAL RATES AT THE MODESTO CENTRE PLAZA, AUTHORIZING THE BUSINESS CENTER MANAGER TO APPROVE NEGOTIATED ROOM RENTAL PRICING, AND RECINDING RESOLUTION NO. 2003-59

WHEREAS, on October 14, 1986, the Council, by Resolution No. 86-1184, approved the Modesto Community Center Policies and Rental rates, and

WHEREAS, on May 22, 1990, the Council, by Resolution No. 90-546, amended Exhibit "B" of Council Resolution No. 86-1184, and

WHEREAS, on August 26, 1991, the Council, by Resolution No. 91-544, amended Exhibit "B" of Council Resolution No. 86-1184, and rescinded Resolution No. 90-546, and

WHEREAS, on January 29, 2003, the Council by Resolution No. 2003-59, amended Exhibit "B" of Council Resolution No. 86-1184, and rescinded Resolution No. 91-544, and

RESCINDED
DEC 11 2018
THIS RESOLUTION WAS RESCINDED BY MODESTO CITY COUNCIL RESOLUTION NO. 2018-562

WHEREAS, in May 2011, the City's Auditor, Moss-Adams conducted a Management Review of Modesto Centre Plaza (MCP) and identified its strengths, weaknesses, opportunities, and threats, and

WHEREAS, Moss-Adams noted increased pricing and flexibility to negotiate rental pricing as opportunities to reduce the City's General Fund subsidy, and

WHEREAS, staff recommends increasing rental rates at the MCP in two phases for all persons to whom a license for MCP use is issued, and

WHEREAS, Phase I rental rates will become effective on February 1, 2015, and

WHEREAS, Phase I rental rates will become effective on July 1, 2016, and

WHEREAS, staff also recommends the Business Center Manager have the authority to negotiate MCP rental pricing, and

WHEREAS, the Finance Committee met on November 24, 2014 and supported the recommended rental rate increases and that the Business Center Manager be authorized to negotiate rental pricing, and

WHEREAS, said matter was considered at a public hearing by the City Council at its meeting on January 27, 2015, in the Tenth Street Place Chambers located at 1010 10th Street, Modesto, California,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that **Exhibit** "B" of Modesto City Council Resolution is hereby amended and that the revised rental rates for use of the Modesto Centre Plaza are hereby approved as set for on **Exhibit** "B" **attached** hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED that all other provisions of Modesto City Council Resolution No. 86-1184 not in conflict with this resolution shall remain in full force and effect.

BE IT FURTHER RESOLVED that Resolution No. 2003-59, adopted on January 29, 2003, is hereby rescinded effective February 1, 2015.

BE IT FURTHER RESOLVED that the Business Center Manager shall have the authority to negotiate rental pricing.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 27th day of January, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Mayor Marsh

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Exhibit "B"

Modesto Centre Plaza Rental Rates

	Current Rates			1st Tier Rate (Effective 2/1/2015)			2nd Tier Rate (Effective 7/1/2016)		
	Private Rates	Nonprofit Rates	Rehearsal Day	Private Rates	Nonprofit Rates	Rehearsal Day	Private Rates	Nonprofit Rates	Rehearsal Day
Harvest Hall 16,000 SF	$1,850	$1,150	$895	$2,400	$1,680	$1,200	$3,000	$2,100	$1,500
Tuolumne Room 9,600 SF	$1,110	$690	$525	$1,600	$1,120	$800	$2,000	$1,400	$1,000
Stanislaus Room 3,400 SF	$390	$245	$185	$600	$420	$300	$680	$475	$340
San Joaquin Room 2,000 SF	$225	$145	$110	$300	$210	$200 min	$400	$280	$200
Arbor Theatre 4,000 SF	$460	$290	$220	$700	$490	$350	$800	$560	$400
Grand Lobby Rental with Harvest Hall 6,300 SF Rental without Harvest Hall	$1,850/ $800	$1,150/ $450	$885	$600/ $800	$450/ $580	$300/ $400	$600/ $800	$450/ $580	$300/ $400
Park Plaza Rental with Harvest Hall Rental without Harvest Hall	$800/ $1,850	$450/ $1,150	$580	$600/ $800	$450/ $580	$300/ $400	$600/ $800	$450/ $580	$300/ $400
Mayor Lang Terrace	$450	$340	$85	$450	N/A	$225	$450	N/A	$225
All Lower Level Meeting Rooms 4,000 SF	$615	$360	$285	$800	$560	$400	$900	$630	$450
Pistache AND Ginkgo Rooms 2,400 SF	$430	$255	$210	$530	$370	$265	$600	$420	$300
Pistache Room 1,200 SF	$215	$180	$115	$265	$200 min	$200 min	$300	$210	$200 min
Ginkgo Room 1,200 SF	215	$180	$115	$265	$200 min	$200 min	$300	$210	$200 min
Ash & Magnolia Rooms 1,600 SF	$290	$175	$140	$400	$300	$200	$450	$315	$225
Ash Room 800 SF	$180	$120	$105	$200	$200 min	$200 min	$225	$200 min	$200 min
Magnolia Room 800 SF	$180	$120	$105	$200	$200 min	$200 min	$225	$200 min	$200 min
Large Kitchen **Large Kitchen / Non-Appliance Use**	$290	N/A	N/A	$400 $200	N/A	$200 $200	$400 $200	N/A	$200 $200
Parking Lot – Entire Lot **Parking Lot – Small Lot**	$600	N/A	N/A	$700 $300	N/A	N/A	$700 $300	N/A	N/A

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-23

RESOLUTION ACCEPTING THE AUDITOR'S REPORT ON COMPLIANCE WITH REQUIREMENTS APPLICABLE TO THE FEDERAL AVIATION PASSENGER FACILITY CHARGE (PFC) PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE FOR FISCAL YEAR ENDED JUNE 30, 2014

WHEREAS, the City of Modesto collects Passenger Facility Charges (PFCs) which are fees that airline passengers pay when they purchase their tickets, and these fees are collected for the purpose of capital improvements at the airport, and

WHEREAS, the Federal Aviation Administration (FAA) guideline Part 158.67 requires each Airport/Public Agency to conduct an annual audit of their Passenger Facility Charge (PFC) Program, and

WHEREAS, the accounting firm of Brown and Armstrong has completed their audit of the City's PFC Program for the fiscal year ended June 30, 2014, and has provided its opinion on these financial statements based on that audit, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts the Fiscal Year 2013-2014 annual audit report for the PFC Program, which is incorporated by reference herein.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 27th day of January, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Cogdill, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Mayor Marsh

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-24

RESOLUTION ACCEPTING THE FISCAL YEAR 2013-2014 ANNUAL AUDIT REPORTS FOR THE CITY OF MODESTO, ITS COMMUNITY FACILITIES DISTRICTS, AND VARIOUS JOINT POWERS AGENCIES AND GRANT PROGRAMS, THE INFORMATION TECHNOLOGY RISK ASSESSMENT AGREED UPON CONDITIONS, AND THE CITY OF MODESTO AND STANISLAUS DRUG ENFORCEMENT AGENCY SINGLE AUDIT REPORTS

WHEREAS, pursuant to Section 1306 of the Charter of the City of Modesto, the City Council shall employ an independent certified public accountant who, at least annually, shall audit the books and records of the City of Modesto, and submit a final audit and report to the City Council as soon as practicable after the end of the fiscal year and

WHEREAS, the accounting firm of Brown Armstrong has completed their audit of the City's financial statements for the fiscal year ended June 30, 2014, and has provided its opinion on these financial statements based on that audit, and

WHEREAS, the independent auditors also audited financial statements of nine Community Facilities Districts and various Joint Powers Agencies, as required by their respective enabling legislations, and for which the City of Modesto serves as the financial administrator,

WHEREAS, by the Council of the City of Modesto that it hereby accepts the Fiscal Year 2013-2014 annual audit reports for the City of Modesto, its Community Facilities Districts, and various Joint Powers Agencies, as listed in **Exhibit** A, which is incorporated by reference herein.

WHEREAS, the Single Audit Act of 1984, the Single Audit Act Amendments of 1996, and the Office of Management and Budget's (OMB) Circular A-133 federally

mandate audits to be conducted for any non-Federal entity that expends $500,000 or more in a year in Federal awards, and

WHEREAS, part of the City's Fiscal Year 2013-2014 Single Audit report, one audit finding on the financial statements was reported during this fiscal year and disclosed on page 11 of the City of Modesto Single Audit report, and

WHEREAS, the auditors performed an information technology risk assessment on City's internal controls and two audit recommendations were reported to strengthen internal controls and operating efficiencies and disclosed on pages 1-2 of the Agreed Upon Conditions report.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts the Fiscal Year 2013-2014 annual single audit reports for the City of Modesto and the Stanislaus Drug Enforcement Agency, as listed in **Exhibit** A, which is incorporated by reference herein.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 27th day of January, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Cogdill, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Mayor Marsh

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-24

RESOLUTION ACCEPTING THE FISCAL YEAR 2013-2014 ANNUAL AUDIT REPORTS

EXHIBIT A

City of Modesto:

1. Comprehensive Annual Financial Report
2. Community Facilities District Number 1998-2 (Carver-Bangs/Pelandale-Snyder)
3. Community Facilities District Number 2002 (Coffee-Claratina)
4. Community Facilities District Number 1998-1 (Enterprise Business Park)
5. Community Facilities District Number 2003-1 (Fairview Village)
6. Community Facilities District Number 2007-2 (Kiernan Business Park West)
7. Community Facilities District Number 1997-1 (North Beyer Park)
8. Community Facilities District Number 2002-1 (Northpointe)
9. Community Facilities District Number 2004-1 (Village One #2)
10. Community Facilities District Number 1996-1 (Village One)
11. City of Modesto Single Audit FY 2013-2014
12. CAFR Final Agreed Upon Conditions Report

Other Agencies:

13. Stanislaus Drug Enforcement Agency (SDEA)
14. SDEA Single Audit FY 2013-2014
15. Abandoned Vehicle Abatement (AVA)
16. Transportation Development Agency (TDA)
17. Modesto-Ceres Fire Protection Agency
18. Tuolumne River Regional Park (TRRP)
19. Stanislaus Regional Water Authority (SRWA)

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-25

Print

RESOLUTION REJECTING ALL BIDS FOR THE 2014 HUD CURB RAMP AND STORM DRAIN IMPROVEMENT PROJECT AND AUTHORIZING CITY STAFF TO RE-ADVERTISE THE PROJECT

WHEREAS, the bids received for the 2014 HUD Curb Ramp and Storm Drain Improvement Project were opened at 11:00 a.m. on January 13, 2015, and later tabulated by the Director of Community and Economic Development for the consideration of the Council, and

WHEREAS, the City only received one bid, and

WHEREAS, the bid was 62% over the engineer's estimate, and

WHEREAS, City staff determined that it would be in the best interest of the City to reject the sole bid and re-advertise the project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby rejects all bids received for the 2014 HUD Curb Ramp and Storm Drain Improvement Project, opened in the office of the City Clerk on January 13, 2015.

BE IT FURTHER RESOLVED that staff is hereby authorized to re-advertise the project.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 3rd day of February, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Gunderson

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-26

A RESOLUTION APPROVING THE PURCHASE OF FIVE (5) SERVERS IN AN AMOUNT NOT TO EXCEED $38,000 TO UPGRADE THE INFRASTRUCTURE REQUIRED FOR THE COPLINK APPLICATION, AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO ISSUE A PURCHASE ORDER FOR AN AMOUNT NOT TO EXCEED $38,000

WHEREAS, COPLINK is a secured system created and managed by IBM whereby criminal data from participating law enforcement agencies is shared, standardized, stored and then made available via web search and analysis tools to agencies licensed to use the COPLINK services, and

WHEREAS, Modesto Police Department (MPD) staff has continually used COPLINK since 2011 to search for and analyze crime clues and information from multiple criminal databases across the State of California improving their ability to combat, reduce, and prevent crime, and

WHEREAS, MPD maintains and manages the LENS Node Infrastructure and software (servers, iBox, network, database software) necessary to store the local crimes data, and network connectivity that allows it to be accessed by all of the other participatory COPLINK Nodes, and

WHEREAS, this equipment and software is nearing its end-of-life period, and the server operating systems currently used will be de-supported June 30, 2015 and the MS SQL 2005 version currently used is four versions behind the current MS SQL 2014 Standard, and

WHEREAS, replacing the servers, database software, and iBox machines will bring this infrastructure up to currently supported standards and will also allow the COPLINK software itself to be updtaed to the most current version available, and

WHEREAS, the total cost of the upgrade project is for an amount not to exceed $71,281 and the cost will be shared with Stanislaus County reducing the City's share by half, for an amount not to exceed $35,641, and

WHEREAS, the Modesto Police Department will utilize 2013-14 Supplemental Law Enforcement Services Funds to pay for its share of this project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the purchase of five (5) servers in an amount not to exceed $38,000 to upgrade the infrastructure required for the COPLINK application.

BE IT FURTHER RESOLVED that the Purchasing Manager, or his designee, is hereby authorized to issue a purchase order for an amount not to exceed $38,000.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 3rd day of February, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-27

Print

A RESOLUTION APPROVING THE PURCHASE OF ONE (1) MS SQL STANDARD, 16-CORE LICENSE IN AN AMOUNT NOT TO EXCEED $18,906 TO UPGRADE THE SOFTWARE REQUIRED FOR THE COPLINK APPLICATION; AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO ISSUE A PURCHASE ORDER FOR AN AMOUNT NOT TO EXCEED $18,906

WHEREAS, COPLINK is a secured system created and managed by IBM whereby criminal data from participating law enforcement agencies is shared, standardized, stored and then made available via web search and analysis tools to agencies licensed to use the COPLINK services, and

WHEREAS, Modesto Police Department (MPD) staff has continually used COPLINK since 2011 to search for and analyze crime clues and information from multiple criminal databases across the State of California improving their ability to combat, reduce, and prevent crime, and

WHEREAS, MPD maintains and manages the LENS Node Infrastructure and software (servers, iBox, network, database software) necessary to store the local crimes data, and network connectivity that allows it to be accessed by all of the other participatory COPLINK Nodes, and

WHEREAS, this equipment and software is nearing its end-of-life period, and the server operating systems currently used will be de-supported June 30, 2015 and the MS SQL 2005 version currently used is four versions behind the current MS SQL 2014 Standard, and

WHEREAS, replacing the servers, database software, and iBox machines will bring this infrastructure up to currently supported standards and will also allow the COPLINK software itself to be updtaed to the most current version available, and

WHEREAS, the total cost of the upgrade project is for an amount not to exceed $71,281 and the cost will be shared with Stanislaus County reducing the City's share by half, for an amount not to exceed $35,641, and

WHEREAS, the Modesto Police Department will utilize 2013-14 Supplemental Law Enforcement Services Funds to pay for its share of this project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the purchase of one (1) MS SQL Standard, 16-core license in an amount not to exceed $18,906 to upgrade the software required for the COPLINK application.

BE IT FURTHER RESOLVED that the Purchasing Manager, or his designee, is hereby authorized to issue a purchase order for an amount not to exceed $18,906.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 3rd day of February, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-28

A RESOLUTION APPROVING THE SOLE SOURCE PROCUREMENT FOR THE PURCHASE OF COPLINK DATA AND APPLICATION MIGRATION SERVICES IN AN AMOUNT NOT TO EXCEED $14,375 TO MIGRATE THE DATA AND COPLINK APPLICATION TO THE NEW SERVERS AND MS SQL DATABASE; AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO ISSUE A PURCHASE ORDER FOR AN AMOUNT NOT TO EXCEED $14,375

WHEREAS, COPLINK is a secured system created and managed by IBM whereby criminal data from participating law enforcement agencies is shared, standardized, stored and then made available via web search and analysis tools to agencies licensed to use the COPLINK services, and

WHEREAS, Modesto Police Department (MPD) staff has continually used COPLINK since 2011 to search for and analyze crime clues and information from multiple criminal databases across the State of California improving their ability to combat, reduce, and prevent crime, and

WHEREAS, MPD maintains and manages the LENS Node Infrastructure and software (servers, iBox, network, database software) necessary to store the local crimes data, and network connectivity that allows it to be accessed by all of the other participatory COPLINK Nodes, and

WHEREAS, this equipment and software is nearing its end-of-life period, and the server operating systems currently used will be de-supported June 30, 2015 and the MS SQL 2005 version currently used is four versions behind the current MS SQL 2014 Standard, and

WHEREAS, replacing the servers, database software, and iBox machines will bring this infrastructure up to currently supported standards and will also allow the COPLINK software itself to be updtaed to the most current version available, and

WHEREAS, the total cost of the upgrade project is for an amount not to exceed $71,281 and the cost will be shared with Stanislaus County reducing the City's share by half, for an amount not to exceed $35,641, and

WHEREAS, IBM is the only manufacturer that can provide COPLINK data and application migration services for COPLINK and is the sole proprietor software and is the world leader of COPLINK software, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid, and

WHEREAS, there are exceptions to the rule set forth in the Modesto Municipal exception, MMC Section 8-3.204(b), states whereas the purchasing agencies' requirements can be met solely by a single article or process; the sole source procurement of the COPLINK data and application migration services for the Modesto Police Department, to IBM, conforms to the Modesto Municipal Code, and

WHEREAS, the Modesto Police Department will utilize 2013-14 Supplemental Law Enforcement Services Funds to pay for its share of this project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the sole source procurement for the purchase of COPLINK data and application migration services in an amount not to exceed $14,375 to migrate the data and COPLINK application to the new servers and MS SQL database.

BE IT FURTHER RESOLVED that the Purchasing Manager, or his designee, is hereby authorized to issue a purchase order for an amount not to exceed $14,375.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 3rd day of February, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-29

Print

RESOLUTION APPROVING A DEVELOPMENT PLAN FOR PLANNED DEVELOPMENT ZONE, P-D(599). (WINPAC ROSE AVE LLC)

WHEREAS, a verified application for an amendment to Section 22-3-9 of the Zoning Map was filed by WinPac-Rose Ave LLC on September 26, 2014, to reclassify 5.54 acres from Low Density Residential Zone, R-1, and Medium-High Density Residential Zone , R-3, to Planned Development Zone, P-D(599), to allow a gated single-family residential subdivision comprised of 33 residential lots and two common area lots, property located at 908 Rose Avenue, described as follows:

R-1 to P-D(599)

All that portion of the West half of the Southeast Quarter of Section 22, Township 3 South, Range 9 East, Mount Diablo Base and Meridian, in the City of Modesto, County of Stanislaus, State of California, described as follows:

The North 232.00 feet of Lot 25 of the Broughton Colony Tract, as per map filed March 17, 1904 in Volume 1 of Maps, at Page 78, Stanislaus County Records.

Also including the east 25 feet of Rose Avenue and the west 10 feet of the alley, all being immediately adjacent to the above described lot.

APN: 032-018-006

R-3 to P-D(599)

All that portion of the West half of the Southeast Quarter of Section 22, Township 3 South, Range 9 East, Mount Diablo Base and Meridian, in the City of Modesto, County of Stanislaus, State of California, described as follows:

Lot 25 of the Broughton Colony Tract, as per map filed March 17, 1904 in Volume 1 of Maps, at Page 78, Stanislaus County Records.

Excepting therefrom the north 232.00 feet and the west 405.92 feet of said Lot 25.

Also including the north 10 feet of the alley immediately adjacent to the south of the above described lot, and the west 10 feet of the alley immediately adjacent to the east of the above described lot.

Easterly 228 feet of APN 032-018-007

WHEREAS, after a public hearing held on December 15, 2014, in the Tenth Street Place Chambers located at 1010 Tenth Street, Modesto, California, it was found and determined by the Planning Commission, by its Resolution No. 2014-23, that:

1. Rezoning of the property as requested will not be detrimental to the public health, safety or welfare because the rezone to a Planned Development to allow for a gated residential subdivision would provide for development that meets City Standards for a low density residential development;
2. The requested zone change will result in an orderly planned use of land because the residential subdivision will be compatible with the residential uses surrounding the site;
3. The requested zone change is in accordance with the community objectives as set forth in the Modesto Urban Area General Plan and any applicable specific plans(s) because the allowable uses of the Planned Development Zone, P-D(599), is consistent with the General Plan Land Use Designation of "Residential", which allows for low density residential uses; and

WHEREAS, said matter was set for a public hearing of the City Council to be held on February 3, 2015, in the Tenth Street Place Chambers located at 1010 Tenth

Street, Modesto, California, at which date and time said duly noticed public hearing was held, and

WHEREAS, after said public hearing the Council found and determined that the application of WinPac Rose Ave LLC for a Planned Development Zone will not be detrimental to the public health, safety or welfare, will result in an orderly planned use of land, and is in accordance with the community objectives as set forth in the Modesto Urban Area General Plan and any applicable specific plans(s) for the reasons set forth in Planning Commission Resolution No. 2014-23 and quoted above, and

WHEREAS, in Resolution 2015-30 the Council determined that the Project is a subsequent project within the scope of the project covered by the Modesto Urban Area General Plan Master Environmental Impact Report (SCH NO. 2007072023); and

WHEREAS, the Council has introduced Ordinance No. 3614-C.S. on the 3rd day of February, 2015, reclassifying the above-described property from Low Density Residential Zone, R-1, and Medium High Density Residential Zone, R-3, to Planned Development Zone, P-D(599),

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto as follows:

SECTION 1. DEVELOPMENT PLAN. The development plan for Planned Development Zone, P-D(599), is hereby approved subject to the following conditions:

1. Prior to the issuance of a building permit, all development shall conform to the Development Plan and building elevations titled "Fiore Estates", stamped approved by the City Council.
2. Prior to the issuance of a building permit for any residential lot within the development plan for Fiore Estates, a Final Map shall be recorded.
3. Prior to the issuance of a building permit, any variation from the approved site plan or building elevations on file with the City must be reviewed and

approved by the Director of Community and Economic Development or designee.

4. All existing underground and aboveground utilities, irrigation, and electrical lines shall be protected, relocated, or removed as required by the City Engineer or designee. Easements for utilities, irrigation and electrical lines to remain shall be reserved as required. A 10-foot Public Utility Easement is required along the Rose Avenue frontage.

5. The private street shall be dedicated as a Public Utility Easement, together with 10-foot Public Utility Easements and 6-foot planting easements within the 10-foot Public Utility Easements along the street frontage.

6. Prior to the issuance of a building permit, building plans and elevations for the following lots shall demonstrate the following conditions:

    a. Lot 4: The north and east facing bathroom windows shall have fixed lower panes with obscure glass.

    b. Lot 8: The north and east facing bathroom windows shall have fixed lower panes with obscure glass; the west facing bathtub/bathroom window shall be fixed and obscure glass; the window at the staircase landing window seat shall be fixed and obscure glass.

    c. Lot 10: The north and east facing bathroom windows shall have fixed lower panes with obscure glass; the west facing bathtub/bathroom window shall be fixed and obscure glass; the window at the staircase landing window seat shall be fixed and obscure glass.

    d. Lot 11: The window located at the staircase landing window seat shall be fixed and obscure glass.

    e. Lot 12: The north facing pair of 4015 casement windows in the Master Bedroom shall be obscure glass with interior hinges on the right side (opens from the left); the north facing bathtub/ bathroom window shall be fixed and obscure glass; the east and south facing bathroom windows shall have fixed lower panes with obscure glass; the window located at the staircase window seat shall be fixed and obscure glass.

    f. Lot 13: The north and east facing bathroom windows shall have a fixed lower pane with obscure glass; the south facing bathtub/bathroom window shall be fixed and obscure glass.

    g. Lot 18: The east facing bathroom window shall have its lower pane be fixed and obscure glass; the master bath bathtub window shall be fixed and obscure glass; the staircase landing window seat shall be fixed and obscure glass.

7. Prior to issuance of a building permit, those lots with Plan 2230 "Optional Loft/Bedroom" floor plans that back up to existing residences shall demonstrate the loft option only (bedroom option not permitted), with clerestory windows (windows with a lower sill at 6-feet above the finished floor) only.

8. Any new two-story construction beyond what is in the approved plan shall be subject to the Second-Story Review process in accordance to Modesto Municipal Code Section 10-4.110.

9. Any public improvements that are missing, damaged or not to current City standards shall be designed per City standards in accordance with City Code (Article 7-1.701), standards and specifications, such improvements may include, but not be limited to curb & gutter, drive approach, sidewalk, ADA access ramps, fire hydrants and street lights. All public improvement plans shall be designed by a Registered Engineer, reviewed and approved by the City Engineer prior to issuance of an Encroachment permit.

10. Prior to issuance of a building permit, engineered plans and calculations shall be required for any concrete masonry walls to be higher than seven feet.

11. Prior to issuance of a building permit, plans shall include the electrical layout of the entry gates.

12. The gate at the Vista Drive entrance shall be restricted to residents, emergency vehicles and service vehicles such as municipal and utility company maintenance vehicles and garbage trucks only.

13. Double-arrow "No Parking" signs shall be installed every 150-feet on center along the southern and western frontages of the private street. Striping for the "Parking Lane" along the northern and eastern frontages of the private street shall be maintained by the Homeowners Association.

14. Prior to occupancy of any structure, the following walls and fences shall be constructed as shown in red on the stamped approved development plan:

    a. A masonry wall of six feet in height at minimum along the north and east property lines where a six-foot minimum masonry wall does not exist;

    b. A six-foot high wood fence with decorative masonry pilasters and a cap treatment every sixteen feet on center along the west property line adjacent to the Masonic Lodge;

    c. The proposed masonry wall along the Rose Avenue frontage shall be six feet in height at minimum and be decorative masonry with cap treatment.

15. Prior to the issuance of a Grading, Demolition, or Building Permit, Developer shall submit improvement plans conforming to design requirements of the current edition City of Modesto Guidance Manual for Development, Stormwater Quality Control Measures.

16. The General Construction Permit requires the Property Owner to develop a Stormwater Pollution Prevention Plan (SWPPP) for the project. Prior to issuance of a Grading, Demolition, or Building Permit, provide one copy of SWPPP to Land Development Engineering, Stormwater.

17. Prior to the issuance of a Grading, Demolition, or Building Permit, Developer shall submit a plan to integrate Low Impact Development (LID) principles into the project design. The plan shall retain and infiltrate the first 0.5" of stormwater runoff on site, and incorporate pervious landscape features into the project design wherever possible.

18. Prior to the issuance of a Grading, Demolition, or Building Permit, Developer shall submit a plan to provide permanent, post-construction treatment (grass swale, vegetative strip, or other approved proprietary device) to remove pollutants from the first 0.5" of stormwater run-off from site.

19. Prior to the issuance of a Grading, Demolition, or Building Permit, Property Owner shall provide a signed and notarized Stormwater Treatment Device Access and Maintenance Agreement to Land Development Engineering, Stormwater for recording.

20. The proposed project is not part of a Community Facilities District (CFD) nor is it required to annex to a CFD. However, Capital Facilities Fees (CFF) will be due and payable at the time building permits are issued. CFF will be calculated at the *Residential, Single-Family* rate of $14,793.00 per unit. This rate is valid through June 30, 2015.

21. Prior to start of construction, all-weather, hard-surfaced roadways shall be constructed and maintained free of obstructions at all times during construction as required by Director of Community and Economic Development.

22. Prior to Certificate of Occupancy for any structure, cable television service shall be stubbed into all units.

23. Prior to Certificate of Occupancy for any structure, walls facing the alley to the south and east of the site shall be treated with a graffiti-proof coating to the satisfaction of the Director of Community and Economic Development or Designee. Construction drawing shall note the type of graffiti treatment used.

24. At the time of issuance of a building permit, the developer shall pay development impact fees at the established rate. Such fees may

include but are not limited to, sewer and water connection fees, community facility fees, building permit and plan check fees.

25. All department Conditions of Approval for the project shall be included with building plans and shall be continuously maintained on-site during project construction to the satisfaction of the Chief Building Official.

26. All landscaping, fences, and walls shall be maintained and the premises shall be kept free of weeds, trash, and other debris.

27. The property owner and developer shall, at their sole expense, defend, indemnify and hold harmless the City of Modesto, its agents, officers, directors and employees, with Counsel selected by the City from and against all claims, actions, damages, losses, or expenses of every type and description, including but not limited to payment of attorneys' fees and costs, by reason of, or arising out of, this development approval. The obligation to defend, indemnify and hold harmless shall include but is not limited to any action to arbitrate, attack, review, set aside, void or annul this development approval on any grounds whatsoever. The City of Modesto shall promptly notify the developer of any such claim, action, or proceeding.

In addition, the following Conditions of Approval are mitigation measures from the Modesto Urban Area General Plan Master Environmental Impact Report that shall be applied to the project:

28. All disturbed areas, including storage piles, which are not being actively utilized for construction purposes, shall be effectively stabilized of dust emissions using water, chemical stabilizer/suppressant, covered with a tarp or other suitable cover or vegetative ground cover.

29. All on-site unpaved roads and off-site unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant.

30. All land clearing, grubbing, scraping, excavation, land leveling, grading, cut & fill, and demolition activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by presoaking.

31. With the demolition of buildings up to six stories in height, all exterior surfaces of the building shall be wetted during demolition.

32. When materials are transported off-site, all material shall be covered, or effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained.

33. All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent public streets at the end of each workday. (The use of dry rotary brushes is expressly prohibited except where preceded or

accompanied by sufficient wetting to limit the visible dust emissions.) (Use of blower devices is expressly forbidden.)

34. Following the addition of materials to, or the removal of materials from, the surface of outdoor storage piles, said piles shall be effectively stabilized of fugitive dust emissions utilizing sufficient water or chemical stabilizer/suppressant.

35. Within urban areas, track out shall be immediately removed when it extends 50 or more feet from the site and at the end of each workday.

36. Any site with 150 or more vehicle trips per day shall prevent carryout and track out.

37. The City has also established a noise ordinance to control noise within the City. The City's noise ordinance (Modesto Municipal Code Section 4-9.101) prohibits the "loud and raucous discharge into the open air of the steam of any steam equipment or exhaust from any stationary internal-combustion engine."

38. Additionally, the noise ordinance prohibits the loud and raucous operation or use of any of the following before 7:00 a.m. or after 9:00 p.m. daily (except Saturday and Sunday and state or federal holidays, when the prohibited time shall be before 9:00 a.m. and after 9:00 p.m.):

    a. A hammer, or any other device or implement used to pound or strike an object.
    b. An impact wrench, or other tool or equipment powered by compressed air.
    c. A hand-powered saw.
    d. Any tool or piece of equipment powered by an internal-combustion engine such as, but not limited to, chain saw, backpack blower, and lawn mower.
    e. Any electrically powered (whether by alternating current electricity or by direct current electricity) tool or piece of equipment used for cutting, drilling, or shaping wood, plastic, metal, or other materials or objects, such as, but not limited to, a saw, drill, lathe, or router.
    f. Any of the following: heavy equipment (such as but not limited to bulldozer, steam shovel, road grader, back hoe), ground drilling and boring equipment (such as but not limited to derrick or dredge), hydraulic crane and boom equipment, portable power generator or pump, pavement equipment (such as but not limited to pneumatic hammer, pavement breaker, tamper, compacting equipment), piledriving equipment, vibrating roller, sand blaster, gunite machine, trencher, concrete truck, and hot kettle pump.
    g. Any construction, demolition, excavation, erection, alteration, or repair activity. In the case of urgent necessity and in the interest of public health and safety, the Chief Building Official may issue a

permit for exemption from these. Such period shall not exceed three (3) working days in length while the emergency continues but may be renewed for successive periods of three (3) days or less while the emergency continues. The Chief Building Official may limit such permit as to time of use and/or permitted action, depending upon the nature of the emergency and the type of action requested.

39. Construction equipment and vehicles should be equipped with properly operating mufflers according to the manufacturers' recommendations. Air compressors and pneumatic equipment should be equipped with mufflers, and impact tools should be equipped with shrouds or shields. Equipment that is quieter than standard equipment should be utilized. Haul routes that affect the fewest number of people should be selected.

40. Construction activities shall comply with the requirements of the City's Storm Water Management Plan under its municipal NPDES stormwater permit, and the State Water Resources Control Board's General Permit for Discharges of Storm Water Associated with Construction Activity.

41. Construction activities shall comply with the requirements of the City's Storm Water Management Plan under its municipal NPDES Stormwater permit, and the State Water Resources Control Board's General Permit for Discharges of Storm Water Associated with Construction Activity.

SECTION 2. DEVELOPMENT SCHEDULE. The following development schedule is hereby approved for said Planned Development Zone, P-D(599):

The entire construction program to begin on or before December 15, 2016.

SECTION 3. CHANGES IN DEVELOPMENT PLAN. Any changes in the above approved development plan shall be made in accordance with the provisions of Section 10-7.108 of the Modesto Municipal Code.

SECTION 4. COMPLIANCE WITH CODE PROVISIONS, ETC. In all other respects said planned development shall be accomplished in accordance with and in strict adherence to the provisions of Article 1 of Chapter 7 of Title 10 of the Modesto Municipal Code relating to Planned Development Zones and other applicable City laws, rules, regulations and procedures.

SECTION 5. EFFECTIVE DATE. This resolution shall not become effective unless and until the ordinance reclassifying the above-described property to Planned Development Zone, P-D(599), becomes effective.

BE IT FURTHER RESOLVED that the conditions of project approval set forth herein include certain fees, dedication requirements, reservations requirements, and other exactions, and that pursuant to Government Code Section 66020(d)(1), these conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations, and other exactions.

BE IT FURTHER RESOLVED that the applicant is hereby further notified that the ninety (90) days approval period in which a protest of these fees, dedications, reservations, and other exactions, pursuant to Government Code Section 66020(a) can be filed, begins on February 3, 2015, and that if a protest is not filed within this ninety (90)-day period complying with all of the requirements of Section 66020, the applicant will be legally barred from later challenging such exactions.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 3rd day of February, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Cogdill

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

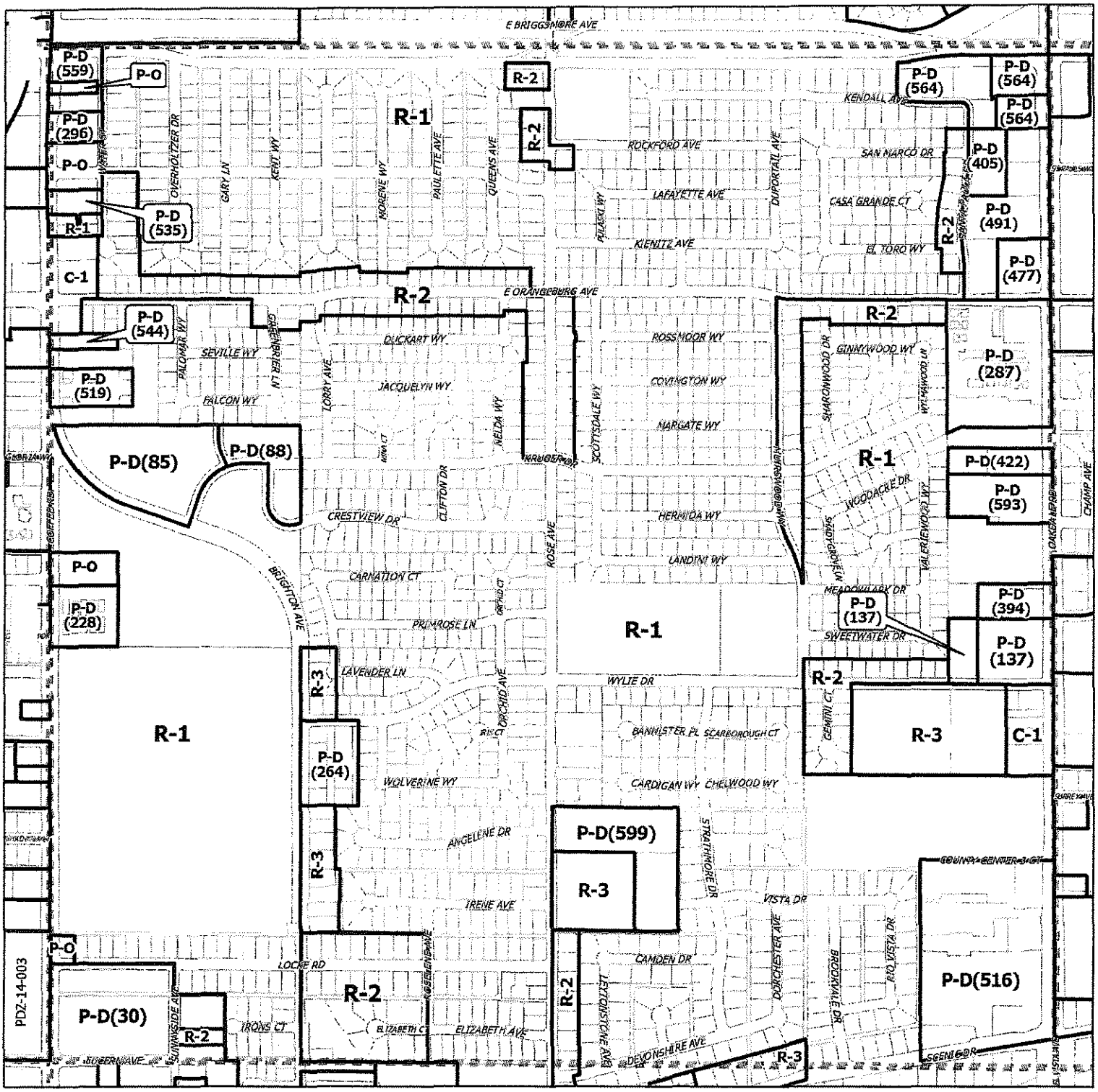
(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

APPROVED AS TO LEGAL DESCRIPTION

By _____
Community & Economic Development Department
Planning Division



ZONING MAP OF THE CITY OF MODESTO

22-3-9

1 inch = 700 feet

rd. 3614-C.S.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-30

RESOLUTION FINDING THAT THE FOLLOWING SUBSEQUENT PROJECT IS WITHIN THE SCOPE OF THE PROJECT COVERED BY THE MODESTO URBAN AREA GENERAL PLAN MASTER ENVIRONMENTAL IMPACT REPORT (SCH NO. 2007072023): REZONE OF 5.54 ACRES FROM LOW DENSITY RESIDENTIAL ZONE, R-1, AND MEDIUM-HIGH DENSITY RESIDENTIAL ZONE, R-3, TO PLANNED DEVELOPMENT ZONE, P-D(599) (WINPAC ROSE AVE LLC)

WHEREAS, on October 14, 2008, the City Council of the City of Modesto certified the Final Master Environmental Impact Report ("Master EIR") (SCH No. 2007072023) for the Modesto Urban Area General Plan, and

WHEREAS, WinPac Rose Ave LLC has proposed an amendment to Section 22-3-9 of the Zoning Map of the City of Modesto to reclassify 5.54 acres from Low Density Residential Zone, R-1, and Medium-High Density Residential Zone, R-3 to Planned Development Zone, P-D(599), and

WHEREAS, pursuant to Section 21157.1 of the Public Resources Code, the City of Modesto's Community & Economic Development Department prepared an Environmental Assessment Initial Study EA/C&ED 2014-26 ("Initial Study") which analyzed whether the subsequent project may cause any significant effect on the environment that was not examined in the Master EIR and whether the subsequent project was described in the Master EIR as being within the scope of the report, and

WHEREAS, in accordance with CEQA guidelines beginning on January 6, 2015, the City caused to be published a 20-day notice of the City's intent to make a finding that the subsequent project conforms with the Master EIR, and

WHEREAS, said matter was considered by the City Council at a duly noticed public hearing which was held on February 3, 2015, at 5:30 p.m., in the Tenth Street Place Chambers located at 1010 Tenth Street, Modesto, California,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Council has reviewed and considered the Initial Study prepared for the proposed rezone, a copy of which is **attached** hereto as **Exhibit** "A", and incorporated herein by reference, and based on substantial evidence in the Initial Study makes the following findings:

1. An Initial Study was prepared by the City of Modesto that analyzed whether the subsequent project may cause any significant effect on the environment that was not examined in the Master EIR and whether the subsequent project was described in the Master EIR as being within the scope of the report.

2. The subsequent project will have no additional significant effect on the environment, as defined in subdivision (d) of Section 21158 of the Public Resources Code, that was not identified in the Master EIR.

3. No new or additional mitigation measures or alternatives are required.

4. The subsequent project is within the scope of the project covered by the Master EIR.

5. All applicable policies, regulations, and mitigation measures identified in the Master EIR have been applied to the subsequent project or otherwise made conditions of approval of the subsequent project.

6. No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified, and no new information, which was not known and could not have been known at the time that the Master EIR was certified as complete, has become available.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that the Community & Economic Development Director is hereby authorized and directed to file a notice of approval or determination within five (5) business days with the Stanislaus County Clerk pursuant to Section 21152 of the Public Resources Code.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 3rd day of February, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Cogdill

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT A

Initial Study

EA/C&ED

City of Modesto

Finding of Conformance to General Plan Master EIR:

Initial Study Environmental Checklist C&ED EA No. 2014-26

For the proposed:

Fiore Estates Gated Residential Subdivision

PDZ-14-003: Rezone of 5.54 Acres from Low Density Residential (R-1) Zone and Medium High Density (R-3) Zone to Planned Development Zone

TSM-14-004: 35-Lot Residential Gated Subdivision, Fiore Estates Vesting Tentative Subdivision Map

Prepared by:
City of Modesto
Community & Economic Development Department
Planning Division

October 24, 2014

Updated: September 2013

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City of Modesto
Master EIR Initial Study Environmental Checklist

I. PURPOSE

CEQA allows for the limited environmental review of subsequent projects under the City's Master Environmental Impact Report ("Master EIR" or "MEIR"). This Initial Study Environmental Checklist ("Initial Study") is used in determining whether the Fiore Estates Gated Residential Subdivision ("Project") is "within the scope" of the project analyzed in the Modesto Urban Area General Plan Master EIR (SCH# 2007072023) (Public Resources Code section 21157.1). When the Initial Study supports this conclusion, the City will issue a finding of conformance.

A subsequent project is "within the scope" of the Master EIR when:

1. it will have no additional significant effects on the environment that were not addressed as significant effects in the Master EIR; and

2. no new or additional mitigation measures or alternatives are required.

"Additional significant effects" means a project-specific effect that was not addressed as a significant effect in the Master EIR. [Public Resources Code Section 21158(d)]

The determination must be based on substantial evidence in the record. "Substantial evidence" means facts, reasonable assumptions predicated upon facts, or expert opinion based on facts. It does not include speculation or unsubstantiated opinion. (CEQA Guidelines Section 15384)

II. PROJECT DESCRIPTION

A. Title: Fiore Estates Vesting Tentative Subdivision Map

B. Address or Location: 908 Rose Avenue

C. Applicant: Winpac-Rose Ave LLC

D. City Contact Person: Katharine Martin

Project Manager: Katharine Martin, Associate Planner
Department: Community and Economic Development Department
Phone Number: 209-577-5465
E-mail address: kamartin@modestogov.com

E. Current General Plan Designation(s): R "Residential"

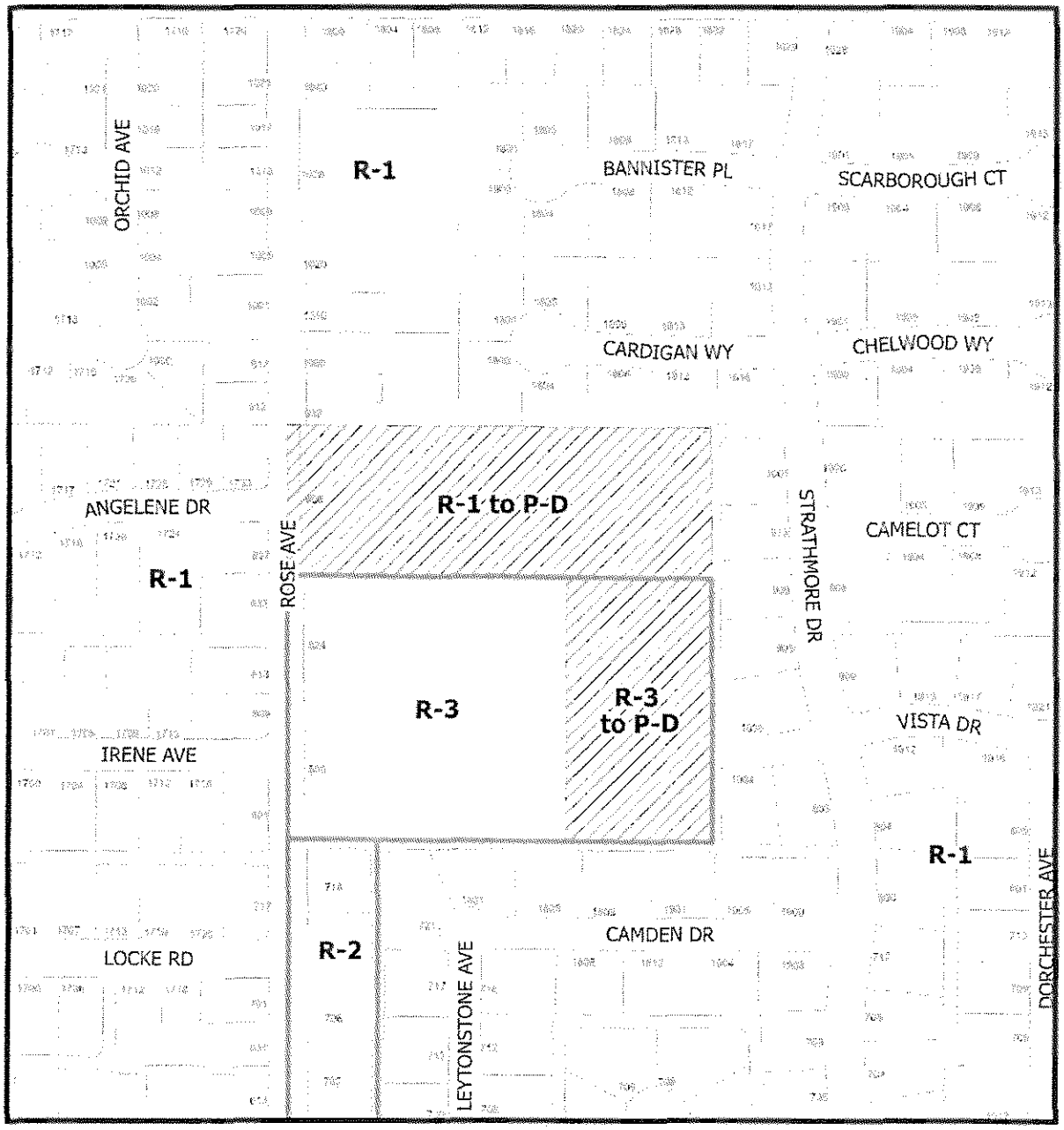
F. Current Zoning Classification(s): Low Density Residential (R-1) Zone and Medium Density Residential (R-3) Zone

G. Surrounding Land Uses:
North: Low Density Residential (R-1) Zone, Single-Family Residential Uses

South: Low Density Residential (R-1) Zone and Medium Density Residential and United Masonic Lodge No. 206 facility
East: Low Density Residential (R-1) Zone, Single-Family Residential Uses
West: Low Density Residential (R-1) Zone, Single-Family Residential Uses and Medium-Density Residential (R-3) Zone, United Masonic Lodge No. 206 facility

H. Project Description, including the project type listed in Section II.C (Anticipated Future Projects) of the Master EIR (Attach additional maps/support materials as needed for complete record):

Proposal is to rezone vacant land of 5.54 acres from Low Density Residential (R-1) Zone and Medium-High Density Residential (R-3) Zone to Planned Development (P-D) Zone for low-density residential uses to facilitate the development of a 35-lot gated residential subdivision consisting of 33 residential lots and two public lots (street and dual-use storm basin).



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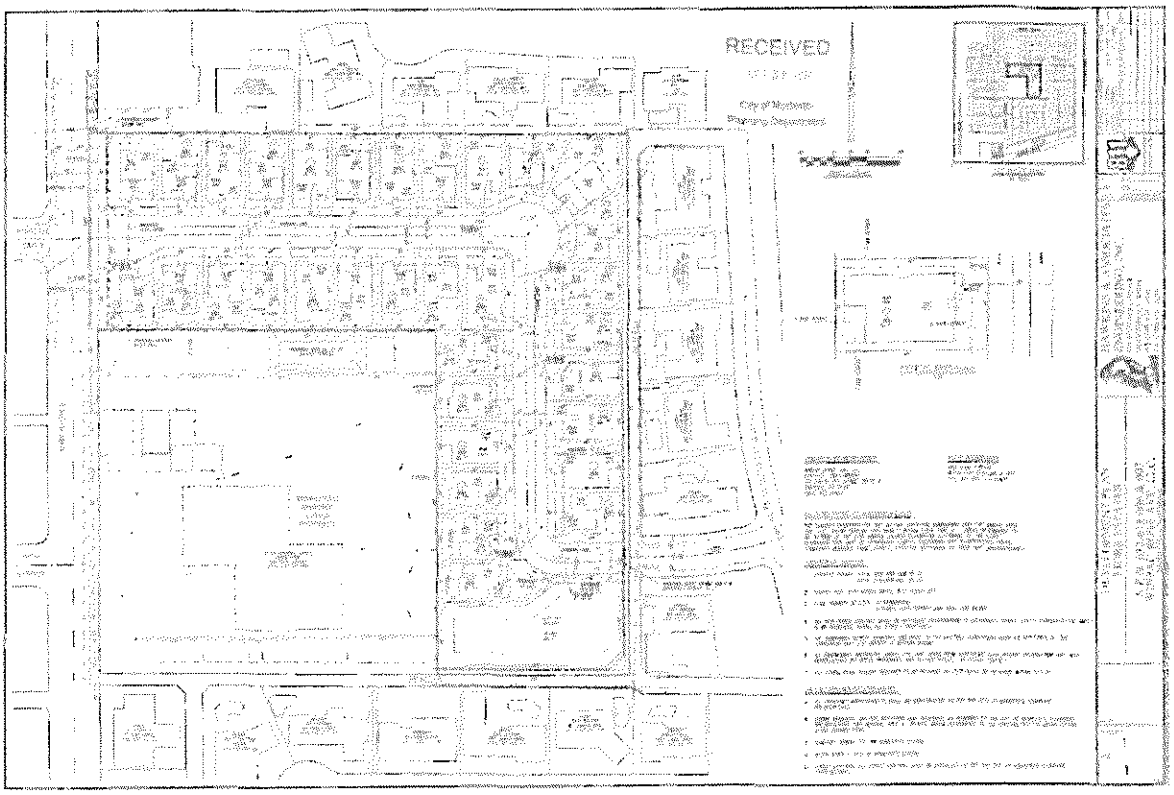
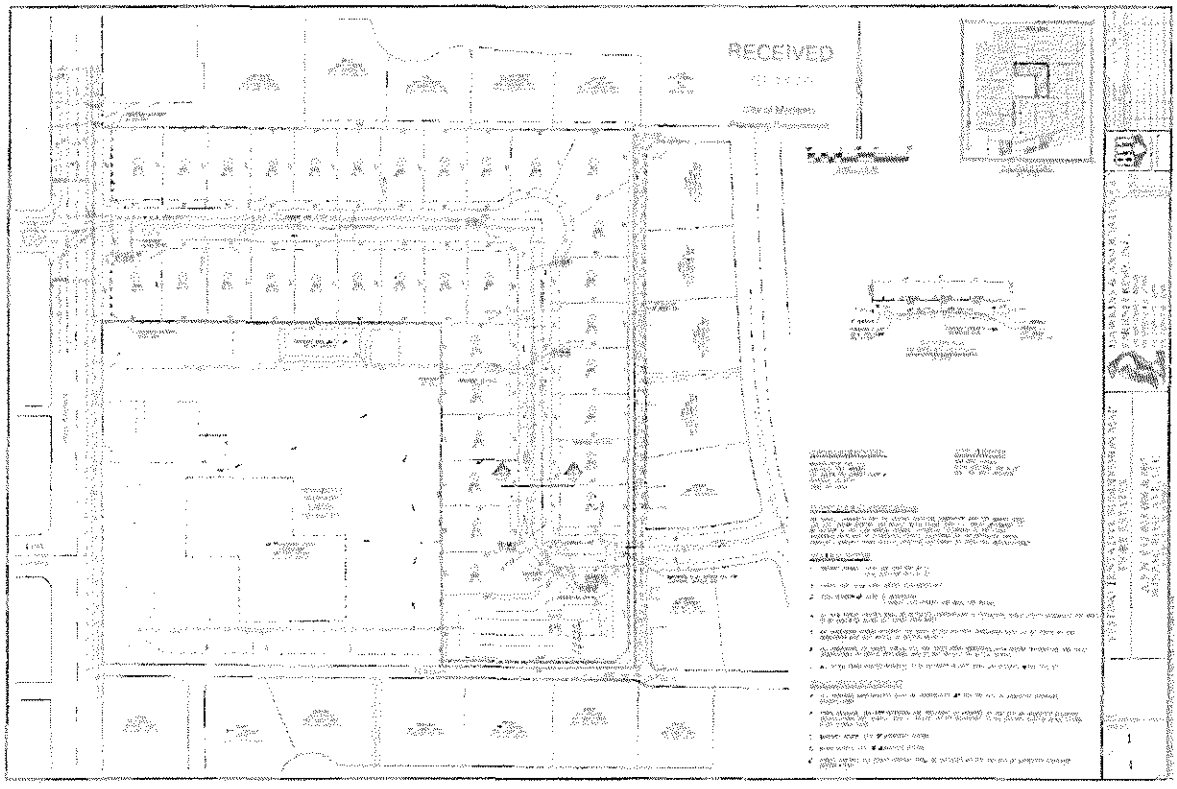
1:2,400

AREA MAP OF PROPOSED REZONE
LOW DENSITY RESIDENTIAL (R-1) AND
MEDIUM-HIGH DENSITY RESIDENTIAL (R-3)
TO PLANNED DEVELOPMENT ZONE
AND VESTING TENTATIVE SUBDIVISION MAP

PDZ-14-003/TSM-14-004





I. Other Public Agencies Whose Approval is Required: None

III. FINDINGS/DETERMINATION (SELECT ONE ON THE BASIS OF THE ANALYSIS IN SECTION IV)

1. _X_ Within the Scope - The project is within the scope of the Master EIR and no new environmental document or Public Resources Code Section 21081 findings are required. All of the following statements are found to be true:

A. The subsequent project will have no additional significant effect on the environment, as defined in subdivision (d) of Section 21158 of the Public Resources Code, that was not identified in the Master EIR.

B. No new or additional mitigation measures or alternatives are required.

C. The subsequent project is within the scope of the project covered by the Master EIR.

D. All applicable policies, regulations, and mitigation measures identified in the Master EIR have been applied to the subsequent project or otherwise made conditions of approval of the subsequent project.

E. No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified, and no new information, which was not known and could not have been known at the time that the Master EIR was certified as complete, has become available.

2. ___ Mitigated Negative Declaration Required - On the basis of the above determinations, the project is not within the scope of the Master EIR. A mitigated negative declaration will be prepared for the project. The following statements are all found to be true:

A. The subsequent project is within the scope of the project covered by the Master EIR.

B. All applicable policies, regulations, and mitigation measures identified in the Master EIR have been applied to the subsequent project or otherwise made conditions of approval of the subsequent project.

C. The project will have one or more potential new significant effects on the environment that were not addressed as significant effects in the Master EIR. New or additional mitigation measures are being required of the project that will reduce the effects to a less-than-significant level.

D. No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified, and no new information, which was not known and could not have been known at the time that the Master EIR was certified as complete, has become available.

3.____ Focused EIR Required- On the basis of the above determinations, the project is not within the scope of the Master EIR. A Focused EIR will be prepared for the project. All of the following statements are found to be true:

A. The subsequent project is within the scope of the project covered by the Master EIR.

B. All applicable policies, regulations, and mitigation measures identified in the Master EIR have been applied to the subsequent project or otherwise made conditions of approval of the subsequent project.

C. The project will have one or more new significant effects on the environment that were not addressed as significant effects in the Master EIR. New or additional mitigation measures or alternatives are required as a result.

D. No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified, and no new information, which was not known and could not have been known at the time that the Master EIR was certified as complete, has become available.

Project Manager	Title	Date

4. Within the Scope Analysis of this Document:

The Master EIR allows projects to be found within the scope of the MEIR if certain criteria are met. If the following statements are found to be true for all 21 impact categories included in this Initial Study, then the proposed project is addressed by the MEIR analysis and is within the scope of the MEIR. Any "No" response must be discussed.

		YES	NO
(1)	The lead agency for subsequent projects shall be the City of Modesto or a responsible agency identified in the Master EIR.	☒	☐
(2)	City policies which reduce, avoid, or mitigate environmental effects will continue to be in effect and, therefore, would be applied to subsequent projects where appropriate. The policies are described in the list of policies in place and mitigation measures attached to the Initial Study template. Project impacts would be mitigated to a less-than-significant level using MEIR mitigations only.	☒	☐
(3)	Federal, State, regional, and Stanislaus County regulations do not change in a manner that is less restrictive on development than current law (i.e., would not offer the same level of protection assumed under the Master EIR).	☒	☐
(4)	No specific information concerning the known or potential presence of significant resources is identified in future reports, or through formal or informal input received from responsible or trustee agencies or other qualified sources.	☒	☐
(5)	The development will occur within the boundaries of the City's planning area as established in this Urban Area General Plan.	☒	☐
(6)	Development within the project will comply with all appropriate mitigation measures contained and enumerated in the 2008 General Plan Master EIR.	☒	☐

5. Currency of the Master EIR Document

The MEIR should be reviewed on a regular basis to determine its currency, and whether additional analysis/mitigation should be incorporated into the MEIR via a Supplemental or Subsequent EIR (CEQA Section 21157.6). Staff has reviewed Sections 1 through 21 of this document in light of the criteria listed below to determine whether the MEIR is current. The analysis contained within the Master EIR is current as long as the following circumstances have not changed. Any "no" response must be explained.

		YES	**NO**
(1)	Certification of the General Plan Master EIR occurred less than five years prior to the filing of the application for this subsequent project.	☐	☒
(2)	This project is described in the Master EIR and its approval will not affect the adequacy of the Master EIR for any subsequent project because the City can make the following findings:	☒	☐
(a)	No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified.	☒	☐
(b)	No new information, which was not known and could not have been known at the time the Master EIR was certified as complete, has become available.	☒	☐
(c)	Policies remain in effect which require site-specific mitigation, and avoidance or other mitigation of impacts as a prerequisite to future development.	☒	☐

Discussion:

(1) The General Plan Master EIR was certified on October 14, 2008, so more than five years has passed since the MEIR was certified. However, the analysis contained in the MEIR is still adequate for subsequent projects, as documented in the discussion below.

(2) The project is consistent with the analysis contained in the MEIR. This is documented in the discussion of the individual issue areas of this initial study.

(2)(a) There have been no substantive changes to the General Plan since the MEIR was certified that would create additional significant environmental effects that were not analyzed by the MEIR.

(2)(b) There has been no new information that would affect the adequacy of the analysis contained in the MEIR.

(2)(c) All policies contained in the MEIR that require site-specific mitigation or avoidance of impacts remain in effect and will be applied to the project as appropriate.

IV. ENVIRONMENTAL ANALYSIS

This Initial Study, in accordance with Section 21157.1(b) of the Public Resources Code, discloses whether the proposed project may cause any project-specific significant effect on the environment that was not examined in the Final Master EIR (MEIR) for the General Plan and whether new or additional mitigation measures or alternatives may be required as a result. The Initial Study thereby documents whether or not the project is "within the scope" of the Master EIR.

Pursuant to Public Resources Code Section 21157.1, no new environmental document or findings are necessary for projects that are determined to be within the scope of the MEIR. Adoption of the findings specified in Section III.1, above after completion of the Initial Study fulfills the City's obligation in that situation.

All environmental effects cited reflect 2025 conditions resulting from the Urban Area General Plan, as identified in the Master EIR.

The environmental impact analysis in the Master EIR for the Urban Area General Plan is organized in twenty-one subject areas. The following analysis is based on the impact analyses contained in Chapter V of the Master EIR. For ease of reference, the sections are numbered in the same order as the analyses in Chapter V.

1. TRAFFIC AND CIRCULATION

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable traffic and circulation impacts expected after application of mitigations/policies:

Direct Impacts

Effect: Increased automobile traffic will result in roadway segments (see MEIR on Table 1-7, pages V-1-32 to V-1-34) operating at LOS D, Modesto's significance threshold for automobile traffic, or lower (LOS E or F).

Effect: The substantial increase in traffic relative to the existing load and capacity of the street system will cause, either individually or cumulatively, the violation of automobile service standards established by StanCOG's Congestion Management Plan for designated roads and highways.

Effect: A substantial increase in automobile vehicle miles traveled and automobile vehicle hours of travel and a decrease in average automobile vehicle speed (see MEIR Table 1-6, page V-1-31).

Cumulative Impacts

Effect: Potential for growth inducement or acceleration of development resulting from highway and local road projects.

Effect: Substantial increase in traffic in relation to the existing traffic load and capacity of the street system, including a violation, either individually or cumulatively, of an automobile LOS standard established by the Congestion Management Plan for designated roads and highways.

Effect: Increased demand for capacity-enhancing alterations to existing roads or automobile traffic reduction.

Other impact categories affected by Traffic and Circulation are addressed throughout this Initial Study (see also Section 2, Degradation of Air Quality; Section 3, Generation of Noise; Section 7 Loss of Sensitive Wildlife and Plant Habitat; Section 8, Disturbance of Archaeological/Historic Sites; Section 14 Increased Demand for Fire Services; Section 18, Energy; Section 19, Visual Resources; Section 20, Land Use and Planning, and Section 21, Climate Change).

b. Master EIR and/or New Mitigation Measures Applied to the Project

Traffic and Circulation mitigation measures pertinent to this project are found on MEIR pages V-1-9 through V-1-28. All mitigation measures appropriate to the project, including any new measures, will be incorporated into or made conditions of approval of this project and are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

No mitigation measures regarding traffic from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-1.B of the Master EIR provides analysis of Traffic and Circulation impacts of development of the General Plan, the following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: A subsequent development project will have a new significant effect on the environment if it would exceed the following criteria:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
1. TRAFFIC AND CIRCULATION				
1) The proposed project exceeds traffic generation assumptions in the Master EIR for the site by 100 trips or more and City Engineering and Transportation staff has determined that the project would have additional potentially significant project-specific effects that are not avoided or reduced by the Master EIR's mitigation measures.	☐	☐	☐	☒
2) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?	☐	☐	☐	☒
3) The proposed project would cause additional roadway segments in the General Plan area to exceed LOS D and/or cause additional violations of standards in the Congestion Management Plan, and/or cause an increase in automobile vehicle miles or vehicle hours of travel or a decrease in automobile travel speed, as compared to the impacts disclosed in the Master EIR.	☐	☐	☐	☒
4) The proposed project would cause emergency response times to exceed acceptable standards established by the Fire Department, as compared to impacts disclosed in the Master EIR (see Section 14, Increased Demand for Fire Services).	☐	☐	☐	☒
5) The proposed project would result in less parking than required by the Municipal Code or as determined by staff.	☐	☐	☐	☒
6) The proposed project would conflict with adopted policies, plans, or programs that support alternative transportation, including, but not limited to the Regional Transportation Plan, the Sustainable Communities Strategy, the Bicycle Action Plan, and so on.	☐	☐	☐	☒
7) The proposed project would result in an increase	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
in automobile vehicle miles traveled on a per capita basis, in excess of that considered in the Urban Area General Plan MEIR.				

Discussion:

(1) The project consists of a rezone of 5.54 acres in the Baseline Developed Area from the Low Density Residential (R-1) Zone and Medium-High Density Residential (R-3) Zone to Planned Development to allow for a 35-lot gated subdivision consisting of 33 single-family residential lots and two public use lots (street and dual-use storm basin). The project was referred to Land Development Engineering, Traffic, who indicated no concerns with traffic volumes exceeding 100 trips.

(2) The project would not exceed a level of service standard established by the county congestion management agency (StanCOG).

(3) There are no significant changes in the level of service or the volume-capacity ratio as a result of the project, and therefore there are no significant cumulative (long-term) traffic impacts.

(4) Police and Fire Staff have reviewed this proposal and have indicated that there is no emergency access problem.

(5) The proposed single-family dwellings will provide parking in accordance with the Municipal Code.

(6) Traffic Staff have reviewed this proposal and indicated no issues with adopted plans for alternative transportation. Bus stops exist along Rose Avenue 500-feet to the north and 500-feet south of the subdivision's Rose Avenue entrance.

(7) The proposed project would not result in a significant increase in automobile vehicle miles traveled (per capita) in excess of what was considered in the Urban Area General Plan.

2. DEGRADATION OF AIR QUALITY

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable air quality impacts expected after application of mitigations/policies:

Direct Impacts

Effect: Expected automobile traffic will result in increased operational emissions of reactive organic gases (ROG) and oxides of nitrogen (NO_X) (see MEIR Table 2-8, page V-2-27).

Effect: Expected automobile traffic will result in increased emissions of particulate matter 10 microns or less (PM_{10}) and 2.5 microns or less in diameter ($PM_{2.5}$) (see MEIR Table 2-8, page V-2-27).

Effect: Expected automobile traffic will result in increased carbon monoxide (CO) levels in the project area (see MEIR Table 2-7, page V-2-26, and Table 2-8, page V-2-27).

Cumulative Impacts

The Master EIR indicates the same impacts identified as direct impacts above will contribute to regional impacts on air quality for the criteria pollutants ROG, NO_x, PM_{10}, and $PM_{2.5}$.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Air quality mitigation measure(s) pertinent to the proposed project are found on pages V-2-13 through V-2-24 of the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project and are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

The appropriate mitigation to be applied to this project includes AQ-42 through AQ-50 from the MEIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-2.B of the Master EIR is the analysis of air quality impacts resulting from development of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project -specific effect not analyzed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
2. DEGRADATION OF AIR QUALITY				
1) The proposed project exceeds the project-level emissions thresholds established for CO, ROG, NO_x, PM_{10}, and $PM_{2.5}$ by the San Joaquin Valley Air Pollution Control District (SJVUAPCD) and is not consistent with the development assumptions for the project site, as established in the Urban Area General Plan and Master EIR.	☐	☐	☐	☒
2) The proposed project does not incorporate the best management practices established by the SJVAPCD for CO, ROG, NO_x, PM_{10}, and $PM_{2.5}$.	☐	☐	☐	☒
3) The proposed project does not comply with the air quality policies in the Modesto Urban Area General Plan.	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
4) The proposed project would expose sensitive receptors to pollutant concentrations in excess of those expected to occur as a result of implementation of the Urban Area General Plan.	☐	☐	☐	☒
5) The proposed project would create objectionable odors affecting a substantial number of people.	☐	☐	☐	☒

Discussion:

(1) The project consists of a rezone of 5.54 acres in the Baseline Developed Area from the Low Density Residential (R-1) Zone and Medium-High Density Residential (R-3) Zone to Planned Development to allow for a 35-lot gated subdivision consisting of 33 single-family residential lots and two public use lots (street and dual-use storm basin). The subsequent development would not exceed emissions thresholds established by the SJVUAPCD, and is consistent with the development standards for a residential use as established by the General Plan.

(2) Development of the site will be required to adhere to applicable City Zoning Ordinances, Standards, and applicable best management practices during the construction process.

(3-5) The project would comply with the air quality policies in the General Plan, and would not expose sensitive receptors to pollutants or odors in excess of assumptions for residential uses.

3. GENERATION OF NOISE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable noise impacts expected after application of mitigations/policies:

Direct Impacts

Effect: Future automobile traffic noise levels and roadway construction and maintenance activities resulting from development of the Urban Area General Plan will exceed the City's noise thresholds at various locations, but particularly in areas adjacent to heavily traveled roadways (see MEIR Table 3-3, page V-3-10, and Figure VII-2 and Table 3-6, pages V-3-18 and V-3-19).

Effect: Expected noise from airport operations and airport construction projects may expose up to 468 dwellings and three churches to noise levels of 65 dB CNEL and up to eight dwellings to noise levels of 70 dB CNEL.

Effect: Expose noise-sensitive land uses to noise from the construction of bicyde and transit projects.

Effect: Expose noise-sensitive land uses to noise from freight and passenger rail operations.

Cumulative Impacts

Effect: Traffic from development in the City of Modesto would, when combined with traffic from new development in the County and other cities, contribute to a cumulative increase in roadside noise levels on major roads and highways throughout Stanislaus County.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Noise policies and mitigation measures pertinent to the project being analyzed in this Initial Study are found on pages V-3-11 through V-3-15 of the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project and any new measures are listed in Section V, Mitigation Applied to Project.

Discussion:

The appropriate mitigation to be applied to this project includes N-1 through N-3 from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-3.B of the MEIR discloses noise impacts resulting from development of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project -specific effect not analyzed in the Master EIR.

Significance Criteria: Determination of the proposed project's effects are based on the following thresholds. Project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
3. GENERATION OF NOISE				
1) The proposed project will exceed the standards for noise level and hours of operation established by the Modesto noise ordinance.	☐	☐	☐	☒
2) The proposed project will not comply with the noise policies of, or otherwise be inconsistent with, the Modesto Urban Area General Plan.	☐	☐	☐	☒
3) The proposed project will result in an increase in ambient noise levels in the project vicinity above those disclosed in the Master EIR.	☐	☐	☐	☒
4) The proposed project will result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels disclosed in the Master EIR implementation of the Urban Area General Plan.	☐	☐	☐	☒

Discussion:

(1) The project consists of a rezone of 5.54 acres in the Baseline Developed Area from the Low Density Residential (R-1) Zone and Medium-High Density Residential (R-3) Zone to Planned Development to allow for a 35-lot gated subdivision consisting of 33 single-family residential lots and two public use lots (street and dual-use storm basin). The subsequent development would be required to adhere to the City's noise ordinance.

(2-4 The subsequent residential use would not be inconsistent the noise policies of the General Plan, nor result in ambient noise levels above those assumed by the General Plan for a residential use. Any increase in ambient noise levels would be construction-related and temporary in the process of developing the single-family homes after recordation of the Final Map.

4. EFFECTS ON AGRICULTURAL LANDS

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on agricultural lands expected after application of mitigations/policies:

Direct Impacts

Effect: Between 1995 and 2025, development of the Urban Area General Plan may convert up to approximately 26,000 acres of farmland in various categories in the Planned Urbanizing Area to urban uses.

Effect: Approximately 1,200 acres of urban development along a 28.5-mile boundary 350 feet wide between urban and agricultural uses could be affected by continued agricultural operations, including noise, dust, and chemical overspray or drift.

Cumulative Impacts

Effect: Growth within Modesto's planning area would contribute considerably to the loss of agricultural land within Stanislaus County, accounting for the conversion of as much as approximately 26,000 acres of farmland in various categories in the Planned Urbanizing Area from 1995 to 2025.

b. Master EIR and/or New Mitigation Measures Pertinent to the Project

Agricultural land mitigation measures pertinent to the proposed project are found on pages V-4-6 to and V-4-8 of the Master EIR. All mitigation measures appropriate to the project and any new mitigation to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project.

Discussion:

The appropriate mitigation to be applied to this project includes none from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-4.B of the Master EIR discloses the impacts resulting from the implementation of the Urban Area General Plan on agricultural lands. The following is an analysis of whether the proposed project would result in a new, significant, project -specific effect not previously analyzed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
4. EFFECTS ON AGRICULTURAL LANDS				
1) The proposed project is inconsistent with the Urban Area General Plan's policies relating to agricultural land.	☐	☐	☐	☒
2) The proposed project will either directly or indirectly result in the development of land outside the 2008 Urban Area General Plan's planning area boundary.	☐	☐	☐	☒
3) The proposed project will conflict with existing zoning for agricultural use, or there is an existing Williamson Act contract on the project site.	☐	☐	☐	☒
4) The proposed project will involve other changes in the existing environment not anticipated in the Master EIR which, due to their location or nature, could result in conversion of farmland to non-agricultural use.	☐	☐	☐	☒

Discussion:

(1) The project is a vacant infill area within the Baseline Developed Area not in agricultural production, and is completely surrounded by urbanized area consisting of residential uses and the Masonic Lodge facility. The project would therefore not be inconsistent with the General Plan's policies related to agricultural land.

(2-4) The project site is not zoned for agricultural use, and no Williamson Act contract is in place on the property. The site is surrounded by urban area and would not cause the conversion of farmland to a non-agricultural use.

5. INCREASED DEMAND FOR LONG-TERM WATER SUPPLIES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on long-term water supplies expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts have been disclosed in the Master EIR.

Cumulative Impacts

Effect: Operational yields of the Modesto and Turlock subbasins, both of which underlie the City of Modesto, are unknown, although the City is participating in a study with the United States Geological Survey in order to quantify the operational yields of both subbasins. Groundwater withdrawals from both basins by the City, when combined with other users' withdrawals, may result in overdrafting both subbasins.

Effect: Despite available options, during drought years, significant water shortages are forecast for the San Joaquin River basin, which includes both the Modesto and Turlock subbasins, by 2020. Modesto would make a cumulatively considerable contribution to the cumulative impact on water supply under drought conditions.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Water supply mitigation measures pertinent to the proposed project are found on pages V-5-6 through V-5-12 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

No mitigation measures regarding water supply from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-5.B of the Master EIR discloses impacts on long-term water supplies resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
5. INCREASED DEMAND FOR LONG-TERM WATER SUPPLIES				
1) The proposed project is inconsistent with water supply policies in the Urban Area General Plan.	☐	☐	☐	☒
2) Water demand for the proposed project will exceed estimates for similar projects or for development on the project site anticipated in the	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Urban Area General Plan or sufficient water supplies are not otherwise available to serve the project from existing entitlements and resources.				
3) The proposed project would deplete groundwater supplies to a greater degree than anticipated in the Urban Area General Plan or would interfere with groundwater recharge.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the water supply policies in the General Plan.

(2) The project was referred to Land Development Engineering Staff who indicated no concerns with water supply to the project. The proposed development will not exceed estimates or water supplies needed to serve other entitlements and resources.

(3) The proposed project is consistent with the ground water demands assumed in the General Plan. The project would not have a significant effect on ground water recharge or depletion of long-term water supplies.

6. INCREASED DEMAND FOR SANITARY SEWER SERVICES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on sanitary sewer services after application of mitigations/policies:

Direct Impacts

Effect: Development resulting from implementation of the Urban Area General Plan will require substantial new sewage treatment and disposal capacity, treatment plant improvements, sewer mains and collection lines, and pump stations. The Wastewater Master Plan anticipates the need for these facilities and its EIR evaluates the impact of developing those facilities. Potential impacts include degradation of water quality through erosion and chemical releases; localized flooding; construction noise; exposure of construction workers and the public to hazardous materials; and on the habitat of the elderberry longhorn beetle, burrowing owl, and Swainson's hawk, as well as certain other regulated habitats. All of these impacts are mitigated to a less-than-significant level.

Additional impacts that are not mitigated to a less-than-significant level include loss of farmland cause by construction of the Phase IA tertiary treatment facility at the Jennings Road Secondary Treatment Facility, an increase in pollutant loads from increased wastewater flows to the San Joaquin River, and an increase in noise and criteria air pollutants due to construction activities, including traffic.

Cumulative Impacts

Effect: No additional cumulative impacts were identified in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Sewer service mitigation measures pertinent to the proposed project are found on pages V-6-3 through V-6-8 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-6.B of the Master EIR discloses impacts on the Increased Demand for Sanitary Sewer Service resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
6. INCREASED DEMAND FOR SANITARY SEWER SERVICES				
1) The proposed project is inconsistent with wastewater policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project will generate sewage flows greater than those anticipated in the Urban Area General Plan for the project site.	☐	☐	☐	☒
3) The proposed project will result in a determination by the wastewater treatment provider which serves or may serve the project that it has inadequate capacity to serve the project's projected demand in addition to the provider's existing commitments.	☐	☐	☐	☒

Discussion:

(1) The project consists of a rezone of 5.54 acres in the Baseline Developed Area from the Low Density Residential (R-1) Zone and Medium-High Density Residential (R-3) Zone to Planned Development to allow for a 35-lot gated subdivision consisting of 33 single-family residential lots and two public use lots (street and dual-use storm basin). The project would be consistent with the General Plan's policies relating to wastewater and conform to applicable City Zoning Codes and Standards.

(2-3) The project would not generate sewage flows greater than estimates for a project of similar uses. The project was referred to Land Development Engineering, who indicated no concerns with the project.

7. LOSS OF SENSITIVE WILDLIFE AND PLANT HABITAT

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on sensitive wildlife and plant habitat expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant impacts on sensitive wildlife and plan habitat are expected to occur with the application of the policies contained in the Urban Area General Plan.

Cumulative Impacts

Effect: Implementation of the Urban Area General Plan will contribute to the cumulative impact of habitat loss in the San Joaquin Valley. Requiring density development than has occurred in the past or that is expected in the future would minimize the City's contribution to the cumulative loss of habitat. Nonetheless, this is a significant and unavoidable impact.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Wildlife and plant habitat mitigation measures pertinent to the proposed project are found on pages V-7-17 through V-7-24 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-7.B of the Master EIR discloses impacts on the Loss of Sensitive Wildlife and Plant Habitat resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
7. LOSS OF SENSITIVE WILDLIFE AND PLANT				

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
HABITAT				
1) The project is inconsistent with the policies pertaining to the loss of sensitive wildlife and plant habitat contained in the Urban Area General Plan.	☐	☐	☐	☒
2) Consultation with the California Department of Fish and Game or the U.S. Fish and Wildlife Service determines that the project would have a significant effect on a candidate, sensitive, or special status species in excess of the impact disclosed in the Master EIR.	☐	☐	☐	☒
3) The proposed project would have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act through direct removal, filling, hydrological interruption, or other means, in excess of the impact disclosed in the Master EIR.	☐	☐	☐	☒
4) The proposed project would substantially interfere with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.	☐	☐	☐	☒
5) Conflict with local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.	☐	☐	☐	☒
6) The proposed project would conflict with provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan.	☐	☐	☐	☒

Discussion:

(1) The project consists of a rezone of 5.54 acres in the Baseline Developed Area from the Low Density Residential (R-1) Zone and Medium-High Density Residential (R-3) Zone to Planned Development to allow for a 35-lot gated subdivision consisting of 33 single-family residential lots and two public use lots (street and dual-use storm basin). The project would not be inconsistent with General Plan policies pertaining to wildlife and plant habitat.

(2-4) The project site is located within the Baseline Developed Area of the City and is therefore completely surrounded by developed urban area consisting of similar single-family residential uses and the Masonic Lodge facility. It is not a biologically sensitive site as defined by Figure V-7-1 of the MEIR. The California Department of Fish and Game and the U.S. Fish and Wildlife Service were consulted in the production of the MEIR.

(4-6) The project is not in conflict with any local policies or ordinances protecting biological resources, nor is in conflict with any adopted habitat conservation plan.

8. DISTURBANCE OF ARCHAEOLOGICAL/HISTORICAL SITES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on archaeological/historical sites expected after application of mitigations/policies:

Direct Impacts

Effect: Modification resulting in a substantial adverse change in the significance of a historic resource or the demolition of a listed or eligible historic resource.

Effect: The modification or demolition of a structure more than 50 years in age may be significant.

Effect: Discovery of archaeological resources in areas outside of the riparian corridors, as a result of construction activities.

Effect: Construction in an area of high archaeological sensitivity.

Cumulative Impacts

Effect: No additional cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Archaeological or historic mitigation measures pertinent to the project being analyzed in this Initial Study are found on page V-8-16 through V-8-20 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project:

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-8.B of the MEIR discloses impacts on archaeological/historical resources resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project -specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
8. DISTURBANCE OF ARCHAEOLOGICAL/ HISTORICAL SITES				
1) The proposed project is inconsistent with the archaeological/historical resource policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would demolish a building eligible for listing as a historic resource or remove a landmark from the Modesto inventory.	☐	☐	☐	☒
3) The proposed project would modify or demolish a structure more than 50 years in age.	☐	☐	☒	☐
4) The project would adversely affect a cultural resource that is either listed or eligible for listing in the California Register of Historical Resources.	☐	☐	☐	☒
5) Conflict with local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.	☐	☐	☐	☒

Discussion:

(1) The project consists of a rezone of 5.54 acres in the Baseline Developed Area from the Low Density Residential (R-1) Zone and Medium-High Density Residential (R-3) Zone to Planned Development to allow for a 35-lot gated subdivision consisting of 33 single-family residential lots and two public use lots (street and dual-use storm basin). The project would not be inconsistent with General Plan policies pertaining to archaeological or historic resources.

(2-4) The project would demolish an existing vacant residential building that according to County Assessor records was built in 1915. However, the residential building is not listed as a local cultural resource nor is eligible for listing. The residential building is not classified as a building of state or federal historic status nor is eligible for listing for such status.

(5) The project does not conflict with local policies affecting biological resources.

9. INCREASED DEMAND FOR STORM DRAINAGE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on storm drainage expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: The population of Stanislaus County is projected to increase in a fashion similar to that of Modesto, resulting in additional urban development and associated increases in impervious surface area and associated increases in storm water runoff. Cumulative hydrologic impacts of storm water flows from Modesto urban areas and other areas of the County could occur due to the fixed capacity of MID and TID irrigation canals to convey drainage west to the San Joaquin River. If drainage channels in some areas prove insufficient to handle the increased drainage discharges, existing storm water runoff from urban and agricultural areas during large storm events would have to be interrupted until water levels receded to a point allowing the resumption of discharges to the channel. Ceasing discharges to drainage channels could cause inundation in and around the drainage conveyance pipeline systems, surface drainage channels, detention basins, and other urban areas. This cumulative impact is considered significant and unavoidable.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Storm Drainage mitigation measures pertinent to the project being analyzed in this Initial Study are found on pages V-9-4 through V-9-9. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project:

Discussion:

City Engineering staff has reviewed the project and required conditions of approval to implement General Plan Policies for development including compliance with the Strom Drain Management Plan and the utilization of low impact strategies and meet the standards contained in the "Guidance Manual for New Development-Storm Water Quality Control Measures." No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-9.B of the MEIR discloses impacts on the demand for storm drainage resulting from development of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
9. INCREASED DEMAND FOR STORM DRAINAGE				
1) The proposed project is inconsistent with the storm drainage policies in the Urban Area General Plan.	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
2) The proposed project would substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or offsite, as compared to impacts anticipated to result from the Urban Area General Plan or create substantial unanticipated sources of polluted runoff.	☐	☐	☒	☐
3) The proposed project does not utilize Low Impact Development strategies to reduce runoff from the site and increase infiltration, resulting in no net increase in runoff before and after development.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with applicable storm drain policies in the Urban Area General Plan. Construction activities will comply with the requirements of the City's Storm Water Management Plan under its municipal NPDES stormwater permit, and the State Water Resources Control Board's General Permit for Discharges of Storm Water Associated with Construction Activity (MIER Policy SD-9). In addition, the City will ensure that new development complies with the City of Modesto's Stormwater Management Program: Guidance Manual for New Development Stormwater Quality Control Measures (MIER Policy SD-11). These policies will be implemented as conditions of project approval.

(2) The City's Land Development Engineering Staff have reviewed the project and determined the project would not create significant flooding or unanticipated sources of runoff. The project will not contribute additional water runoff that would exceed the capacity of the storm drainage system.

(3) The project will utilize low impact strategies and meet the standards contained in the "Guidance Manual for New Development-Storm Water Quality Control Measures." This requirement will be implemented as a condition of project approval.

10. FLOODING AND WATER QUALITY

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on flooding and water quality expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Flooding and Water Quality mitigation measures pertinent to the project being analyzed in this Initial Study are found on pages V-10-6 through V-10-9 of the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project:

Discussion:

The appropriate mitigation to be applied to this project includes: FWQ-13 from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-10.B of the Master EIR provides analysis of Flooding and Water Quality impacts of development of the General Plan, the following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not previously analyzed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
10. FLOODING AND WATER QUALITY				
1) The proposed project is inconsistent with the flooding and water quality policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project does not comply with the regulatory requirements of the federal Clean Water Act or the State Porter-Cologne Act.	☐	☐	☐	☒
3) The proposed project would place more housing within a 100-year flood hazard zone than assumed in the Urban Area General Plan.	☐	☐	☐	☒
4) The proposed project would place structure within a 100-year flood hazard area so that they would impede or redirect floodwater or would substantially alter the existing on-site drainage pattern or a watercourse, in such a way as to cause flooding on- or offsite.	☐	☐	☐	☒
5) The proposed project does not comply with Modesto's Guidance Manual for New Development Storm Water Quality Control Measures.	☐	☐	☐	☒
6) The proposed project would violate water quality standards or waste discharge requirements.	☐	☐	☐	☒
7) The proposed project would substantially alter	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
the existing drainage pattern of the site or area or a watercourse in a manner that would result in substantial erosion or siltation on- or offsite in excess of the assumptions of the Urban Area General Plan.				
8) The proposed project would create or contribute runoff, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff, not expected as part of Urban Area General Plan implementation.	☐	☐	☐	☒

Discussion:

(1) The proposed project is consistent with the flooding and water quality policies in the Urban Area General Plan.

(2) The project would comply with the Federal Clean Water Act and the Porter Cologne Act requirements.

(3) The project site is not within a 100-year flood hazard zone as established by the Federal Emergency Management Agency (FEMA) Flood Rate Insurance Map 06099C0340E dated September 26, 2008.

(4) The project will comply with the Guidance Manual for New Development Storm Water Quality Control Measures (MIER Policy SD-11). This will be implemented as a condition of project approval.

(5) The project will comply with the Guidance Manual for New Development Storm Water Quality Control Measures (MIER Policy SD-11). This will be implemented as a condition of project approval.

(6) The project will not violate water quality standards or waste discharge requirements.

(7) The project would not substantially alter the existing drainage pattern of the site, area or a watercourse in a manner that would result in erosion or siltation.

(8) The City's Land Development Engineering Staff have reviewed the project and indicated no concerns that the project would cause significant flooding or unanticipated sources of runoff. The project will not contribute additional water runoff that would exceed the capacity of the storm drainage system.

11. INCREASED DEMAND FOR PARKS AND OPEN SPACE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on parks and open space expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Parks and open space mitigation measures pertinent to the proposed project are found on pages V-11-3 through V-11-9 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project:

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-11.B of the MEIR discloses impacts of the Urban Area General Plan on parks and open space. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. Project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
11. INCREASED DEMAND FOR PARKS AND OPEN SPACE				
1) The proposed project is inconsistent with the parks and open space policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would eliminate parks or open space.	☐	☐	☐	☒
3) The proposed project would cause an increase in the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility in question would occur or be accelerated or the proposed project would include recreational facilities or	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment.				

Discussion:

(1) The project is consistent with the parks and open space policies in the General Plan.

(2) The project would not eliminate an existing park or designated open space. The project is on a vacant site previously designated for low and med-high density residential uses, proposed to be rezoned for a new gated single-family residential subdivision.

(3) There would be a small increase in the use of existing park facilities by new residents at the site; however, deterioration or other physical changes to the facilities are not expected to occur as a result of the project.

12. INCREASED DEMAND FOR SCHOOLS

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on school facilities expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR. By statute, the impact of new students is considered to be mitigated below a level of significance by payment of school impact fees and the exercise of any or all of the financing options set out in Government Code Section 65997.

Cumulative Impacts

Effect: Similar to direct impacts of implementation of the Urban Area General Plan, no residual significant direct impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Mitigation relies upon the implementation of the policies in place under the Modesto Urban Area General Plan. As long these policies are applied to all subsequent projects, no new mitigation is necessary. Further, payment of school impact fees and compliance with SB 50 is statutorily deemed to be full mitigation of school impacts (Government Code Section 65995).

The following schools mitigation measures on pages V-12-5 through V-12-7 of the Master EIR are pertinent to the proposed project. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project. Those measures are listed in Section V, Mitigation Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-12.B of the Master EIR discloses impacts resulting from implementation of the Urban Area General Plan associated with increased demand for schools. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
12. INCREASED DEMAND FOR SCHOOLS				
1) The proposed project is inconsistent with the policies relating to schools in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project does not comply with SB 50/Proposition 1A funding provisions, or succeeding measures which state that compliance results in less-than-significant impacts on schools.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the policies relating to schools in the General Plan.

(2) The project was referred to Modesto City Schools and Sylvan Schools who indicated no opposition to the project.

13. INCREASED DEMAND FOR POLICE SERVICES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on police services expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Police services mitigation measures pertinent to the proposed project are found on pages V-13-2 through V-13-5 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-13.B of the Master EIR discloses impacts on police services resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
13. INCREASED DEMAND FOR POLICE SERVICES				
1) The proposed project is inconsistent with policies relating to police services in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would result in the need for new or significantly altered facilities not considered as part of the Urban Area General Plan or Master EIR which could cause new significant environmental impacts in order to maintain acceptable service ratios, response times, or other performance objectives.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the policies relating to police services in the General Plan.

(2) The project would not result in the need for construction of new or significantly altered facilities which could cause new significant environmental impacts in order to maintain

acceptable service ratios, response times or other performance objectives. The project meets City Standards for emergency services access.

14. INCREASED DEMAND FOR FIRE SERVICES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on fire services expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Fire Services mitigation measure(s) pertinent to the project being analyzed in this Initial Study are found on pages V-14-4 through V-14-7 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-14.B of the Master EIR discloses impacts on fire services resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
14. INCREASED DEMAND FOR FIRE SERVICES				
1) The proposed project is inconsistent with the fire service policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would result in the need for new or significantly altered facilities not considered as part of the Urban Area General Plan	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
or Master EIR which could cause new significant environmental impacts in order to maintain acceptable service ratios, response times, or other performance objectives.				
3) The proposed project, based upon substantial evidence, would cause the erosion or elimination of fire protection services in adjoining fire protection districts.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the fire service policies in the General Plan.

(2) The project would not result in the need for construction of new or significantly altered facilities which could cause new significant environmental impacts in order to maintain acceptable service ratios, response times or other performance objectives.

(3) The project would not significantly impact adjacent fire districts or result in the elimination of fire protection services.

15. GENERATION OF SOLID WASTE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on solid waste expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Solid waste mitigation measures pertinent to the proposed project are found on pages V-15-4 through V-15-7 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-15.B of the Master EIR discloses solid waste impacts resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. Project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
15. GENERATION OF SOLID WASTE				
1) The project is inconsistent with the solid waste policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The County is unable to expand its solid waste disposal capacity, as expected, causing all new development to result in cumulative impacts on the County's disposal capacity.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the solid waste policies in the General Plan.

(2) This project was referred to the Solid Waste Division for review, who indicated no concerns over service to the project area.

16. GENERATION OF HAZARDOUS MATERIALS

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts regarding hazardous materials expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Hazardous materials mitigation measures pertinent to the proposed project are found on pages V-16-8 through V-16-13 of the Master EIR. All mitigation measures appropriate to the project to be

incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-16.B of the Master EIR discloses impacts on hazardous materials resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
16. GENERATION OF HAZARDOUS MATERIALS				
1) The project is inconsistent with the hazardous materials policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.	☐	☐	☐	☒
3) The proposed project would be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and as a result, would create a significant hazard to the public or the environment.	☐	☐	☐	☒
4) The proposed project would be constructed on a contaminated site not known to the State of California as of March 2008.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the hazardous materials policies in the General Plan.

(2) No hazardous materials will be involved with this project.

(3) The project would not be located on a site, which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and as a result, would not create a significant hazard to the public or the environment.

(4) The project site is not known to contain any contaminants.

17. GEOLOGY, SOILS, AND MINERAL RESOURCES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts related to geology, soils, and mineral resources expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Geology, soils, and mineral resource mitigation measures pertinent to the proposed project are found on pages V-17-9 and V-17-10 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of the proposed project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-17.B of the Master EIR discloses geology, soils, and mineral resource impacts resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. Project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
17. GEOLOGY, SOILS, AND MINERAL RESOURCES				
1) The project is inconsistent with policies relating to geology, soils, and mineral resources contained in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would expose people or	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
structures to potential substantial adverse effects including the risk off loss, injury, or death involving fault rupture, strong seismic activity; location on an expansive soil; result in the loss of topsoil; location on soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems in areas where sewers are not available for the disposal of wastewater; result in the loss of known mineral resources that would be of value to the region and the state; or result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan.				

Discussion:

(1) The project is consistent with policies relating to geology, soils, and mineral resources in the General Plan.

(2) The project would not be located on soil that is unstable, or that would become unstable as a result of the project. There are no known mineral resources of value to the region and the state on the property.

18. ENERGY

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts pertaining to energy expected after application of mitigations/policies:

Direct Impacts

Effect: Continued development in the Planned Urbanizing Area would have an impact on available energy supplies. Energy consumption likely would increase substantially by 2025 as a result of implementation of the Urban Area General Plan.

Cumulative Impacts

Effect: Implementation of the Urban Area General Plan will have a cumulatively considerable impact on energy consumption.

b. Master EIR and/or New Mitigation Measures Applied to the Project

The following energy mitigation measures pertinent to the proposed project are found on pages V-18-2 through V-18-8 in the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project. Those measures will be listed in Section V, Mitigation Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-18.B of the Master EIR discloses impacts of implementing the Urban Area General Plan on energy resources. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
18. ENERGY				
1) The proposed project is inconsistent with policies relating to energy in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would result in energy consumption during construction, operation, maintenance, or removal that is more wasteful, inefficient, and unnecessary than assumed in the Urban Area General Plan.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the energy policies in the General Plan.

(2) The project would not result in energy consumption during construction, operation, maintenance or removal that is more wasteful, inefficient and unnecessary than assumed in the General Plan.

19. EFFECTS ON VISUAL RESOURCES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on visual resources expected after application of mitigations/policies:

Direct Impacts

Effect: New development in the Planned Urbanizing Area will occur in areas that are in agricultural production or are otherwise lightly developed, which could lead to the introduction of light and glare in areas that have little nighttime illumination.

Cumulative Impacts

Effect: No additional cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

The following visual resources mitigation measures pertinent to the proposed project are found on pages V-19-3 and V-19-4 in the Master EIR. All mitigation measures appropriate to the proposed project will be incorporated into or made conditions of approval of this project. Those measures will be listed in Section V, Mitigation Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-18.B of the Master EIR discloses impacts of implementing the Urban Area General Plan on energy resources. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
19. EFFECTS ON VISUAL RESOURCES				
1) The proposed project is inconsistent with policies relating to visual resources in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would degrade views from riverside areas and parks to a greater degree than assumed in the Urban Area General Plan.	☐	☐	☐	☒
3) The proposed project would degrade views of riverside areas from public roadways and nearby properties to a greater degree than assumed in the Urban Area General Plan.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the policies relating the visual resources in the General Plan.

(2) The project would not impact views from riverside areas and parks.

(3) The project would not impact views of riverside areas from roadways or nearby properties.

20. LAND USE AND PLANNING

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts pertaining to land use and planning expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

The following land use and planning mitigation measures pertinent to the proposed project are found on pages V-20-6 through V-20-17 in the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project. Those measures will be listed in Section V, Mitigation Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-20.B of the Master EIR discloses impacts of implementing the Urban Area General Plan on land use and planning. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
20. LAND USE AND PLANNING				
1) The proposed project is inconsistent with land use and planning policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project contains elements that would physically divide an established community in a way not assumed in the Urban Area General Plan.	☐	☐	☐	☒
3) The proposed project conflicts with a land use	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
plan, policy or regulation established for the purpose of avoiding or mitigating an environmental impact by an agency that has jurisdiction over the proposed project.				
4) The proposed project conflicts with an applicable habitat conservation plan or natural community conservation plan.	☐	☐	☐	☒

Discussion:

(1) The project is designated as Residential the General Plan. The proposed rezone and residential subdivision is consistent with the current General Plan Land Use designation. The project is consistent with land use and planning policies in the General Plan.

(2) The project would not divide an established community. The surrounding area is developed with residential uses including the Masonic Lodge to the south and west. The proposed subdivision is consistent with the surround uses and would not divide existing neighborhood.

(3) The project does not conflict with the land use plan, policies and regulations of the City of Modesto designed to mitigate project impacts.

(4) The project does not conflict with applicable habitat conservation plans or natural community conservation plans.

21. CLIMATE CHANGE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts pertaining to climate change expected after application of mitigations/policies:

Direct Impacts

Effect: Impacts resulting from implementation of the Urban Area General Plan are not substantial enough to result in a significant direct impact on climate change, as disclosed in the Master EIR.

Cumulative Impacts

Effect: Implementation of the Urban Area General Plan will have a cumulatively considerable impact on climate change.

b. Master EIR and/or New Mitigation Measures Applied to the Project

The following climate change mitigation measures pertinent to the proposed project are found on pages V-21-7 through V-21-10 in the Master EIR. All mitigation measures appropriate to the project

will be incorporated into or made conditions of approval of this project. Those measures will be listed in Section V, Mitigation Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-18.B of the Master EIR discloses impacts of implementing the Urban Area General Plan on climate change. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
21. CLIMATE CHANGE				
1) The proposed project is inconsistent with policies relating to climate change in the Urban Area General Plan.	☐	☐	☒	☐
2) The proposed project would result in average automobile trip lengths or CO_2 emissions higher than those assumed in the Master EIR.	☐	☐	☒	☐
3) The proposed project would conflict with the Sustainable Communities Strategy or Alternative Planning Strategy that the Air Resources Board has agreed will achieve the goals of AB 32.	☐	☐	☒	☐

Discussion:

(1) The City of Modesto General Plan Master EIR addressed potential climate change impacts due to development and other activities associated with the Urban Area General Plan (UAGP). The Urban Area General Plan Master EIR (MEIR) determined that buildout of the UAGP would make a cumulatively considerable contribution to global climate change. The UAGP nonetheless authorizes development that will contribute to global climate change by virtue of the production of greenhouse gases. The MEIR states the projected rate of growth of vehicle miles traveled (VMT) will increase the City's contribution to global climate change as the City develops. Development under the UAGP is expected to generate approximately 1,096,226.4 metric tons per year above 2005 emissions. The City Council adopted a Statement of Overriding Considerations in 2008, finding that the benefits of the UAGP outweighed the City's increased contribution to global climate change.

The MEIR identifies policies CL-3 through CL-26 as policies in effect that have been determined to reduce, avoid or mitigate air quality environmental impacts within the existing City limits and within the Planned Urbanizing Areas as they annex and develop. These policies include but are not limited to, the use of shade trees to reduce the heat island effect, current energy efficient building standards to reduce energy consumption, and the inclusion of facilities for alternative transportation. The proposed project is required to develop in accordance with climate change policies included in the UAGP and the MIER.

(2) Climate change is an inherently cumulative impact because no single project can produce enough greenhouse gases to substantially alter the global climate. No thresholds have been set for individual or cumulative greenhouse gases. Nonetheless, the proposed project would result in greenhouse gas emissions due primarily to automobile travel and energy use for lighting, heating, cooling and other activities. The primary source of CO_2 emissions generated from the project would be related to automobile trips. As identified under the traffic and circulation discussion, traffic engineering staff has determined that the project will be in substantial conformance with the GP MEIR assumptions for traffic generation, the CO_2 emissions generated from the project would also be in substantial conformance with that which was assumed under the GP MEIR analysis.

(3) A Sustainable Communities Strategy has not yet been implemented by the Air Resources Board. Future development will be required to comply with the provisions of the Sustainable Communities Strategy once it is established.

V. MITIGATION MEASURES APPLIED TO THE PROPOSED PROJECT

If the Initial Study results in the determination that a Finding of Conformance can be adopted for the proposed project Section A below applies. If the Initial Study results in the determination that a Finding of Conformance cannot be adopted and a Mitigated Negative Declaration/EIR must be prepared for the project then Section B, below applies.

A. Master EIR Mitigation Measures Applied to the Project

Pursuant to Public Resources Code Section 21157.1(c), in order for a Finding of Conformance to be made, all appropriate mitigation measures from the Master EIR shall be incorporated into the proposed project. Urban Area General Plan Policies/Master EIR mitigation measures shall be made part of the proposed project prior to approval by means of conditions of project approval or incorporation into the appropriate document or plan.

All applicable and appropriate mitigation measures have been applied to the project (see mitigation measures listed below).

B. New or Additional Mitigation Measures or Alternatives Required

Where the project's effects would exceed the significance criteria for each environmental impact category, a mitigated negative declaration or Focused EIR must be prepared. Staff has reviewed the project against the significance criteria thresholds established in the Master EIR for all impact categories in this Initial Study.

A Mitigated Negative Declaration or Focused EIR shall be prepared for the project. The following additional project-specific mitigation measures listed below are necessary to reduce the identified new significant effect:

Traffic and Circulation:

N/A

Degradation of Air Quality:

AQ-42: All disturbed areas, including storage piles, which are not being actively utilized for construction purposes, shall be effectively stabilized of dust emissions using water, chemical stabilizer/suppressant, covered with a tarp or other suitable cover or vegetative ground cover.

AQ-43: All on-site unpaved roads and off-site unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant.

AQ-44: All land clearing, grubbing, scraping, excavation, land leveling, grading, cut & fill, and demolition activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by presoaking.

AQ-45: With the demolition of buildings up to six stories in height, all exterior surfaces of the building shall be wetted during demolition.

AQ-46: When materials are transported off-site, all material shall be covered, or effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained.

AQ-47: All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent public streets at the end of each workday. (The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions.) (Use of blower devices is expressly forbidden.)

AQ-48: Following the addition of materials to, or the removal of materials from, the surface of outdoor storage piles, said piles shall be effectively stabilized of fugitive dust emissions utilizing sufficient water or chemical stabilizer/suppressant.

AQ-49: Within urban areas, track out shall be immediately removed when it extends 50 or more feet from the site and at the end of each workday.

AQ-50: Any site with 150 or more vehicle trips per day shall prevent carryout and track out.

Generation of Noise:

N-1: The City has also established a noise ordinance to control noise within the City. The City's noise ordinance (Modesto Municipal Code Section 4-9.101) prohibits the "loud and raucous discharge into the open air of the steam of any steam equipment or exhaust from any stationary internal-combustion engine."

N-2: Additionally, the noise ordinance prohibits the loud and raucous operation or use of any of the following before 7:00 a.m. or after 9:00 p.m. daily (except Saturday and Sunday and state or federal holidays, when the prohibited time shall be before 9:00 a.m. and after 9:00 p.m.):

1. A hammer, or any other device or implement used to pound or strike an object.
2. An impact wrench, or other tool or equipment powered by compressed air.
3. A hand-powered saw.
4. Any tool or piece of equipment powered by an internal-combustion engine such as, but not limited to, chain saw, backpack blower, and lawn mower.
5. Any electrically powered (whether by alternating current electricity or by direct current electricity) tool or piece of equipment used for cutting, drilling, or shaping wood, plastic, metal, or other materials or objects, such as, but not limited to, a saw, drill, lathe, or router.
6. Any of the following: heavy equipment (such as but not limited to bulldozer, steam shovel, road grader, back hoe), ground drilling and boring equipment (such as but not limited to derrick or dredge), hydraulic crane and boom equipment, portable power generator or pump, pavement equipment (such as but not limited to pneumatic hammer, pavement breaker, tamper, compacting equipment), piledriving equipment, vibrating roller, sand blaster, gunite machine, trencher, concrete truck, and hot kettle pump.
7. Any construction, demolition, excavation, erection, alteration, or repair activity. In the case of urgent necessity and in the interest of public health and safety, the Chief Building Official may issue a permit for exemption from these. Such period shall not exceed three (3) working days in length while the emergency continues but may be renewed for successive periods of three (3) days or less while the emergency continues. The Chief Building Official may limit such permit as to time of use and/or permitted action, depending upon the nature of the emergency and the type of action requested.

N-3: The City of Modesto shall require construction activities to comply with the City's noise ordinance (Title 4, Chapter 9), and noise-reducing construction practices to be implemented as conditions of approval for development projects where substantial construction-related noise impacts would be likely to occur (e.g., where construction would include extended periods of pile driving, where construction would occur over an unusually long period, or where noise-sensitive uses like homes and schools would be in the immediate vicinity, etc.). The city should consider potential mitigation measures, including, but not limited to, the following: Construction equipment and vehicles should be equipped with properly operating mufflers according to the manufacturers' recommendations. Air compressors and pneumatic equipment should be equipped with mufflers, and impact tools should be equipped with shrouds or shields. Equipment that is quieter than standard equipment should be utilized. Haul routes that affect the fewest number of people should be selected.

Effects on Agricultural Lands:

N/A

Increased Demand for Long-Term Water Supplies:

N/A

Increased Demand for Sanitary Sewer Services:

N/A

Loss of Sensitive Wildlife and Plant Habitat:

N/A

Disturbance of Archaeological/Historic Sites:

N/A

Increased Demand for Storm Drainage:

SD-9: Construction activities shall comply with the requirements of the City's Storm Water Management Plan under its municipal NPDES stormwater permit, and the State Water Resources Control Board's General Permit for Discharges of Storm Water Associated with Construction Activity.

Flooding and Water Quality:

FWQ-13: Construction activities shall comply with the requirements of the City's Storm Water Management Plan under its municipal NPDES Stormwater permit, and the State Water Resources Control Board's General Permit for Discharges of Storm Water Associated with Construction Activity.

Increased Demand for Parks and Open Space:

N/A

Increased Demand for Schools:

N/A

Increased Demand for Police Services:

N/A

Increased Demand for Fire Services:

N/A

Generation of Solid Waste:

N/A

Generation of Hazardous Materials:

N/A

Geology, Soils, and Mineral Resources:

N/A

Energy:

N/A

Effects on Visual Resources:

N/A

Land Use and Planning:

N/A

Climate Change:

N/A

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-31

Print

RESOLUTION APPROVING A PROPOSED AGREEMENT INCLUDING LANGUAGE CHANGES FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MODESTO AND MODESTO POLICE OFFICERS' ASSOCIATION (MPOA) FOR A TERM OF JUNE 30, 2014 TO JUNE 28, 2016; AND AUTHORIZING THE DIRECTOR OF ADMINISTRATIVE SERVICES AND CITY MANAGER TO TAKE THE NECESSARY ADMINISTRATIVE ACTION TO IMPLEMENT THE AGREEMENT

WHEREAS, the current Memorandum of Understanding (MOU) between the City of Modesto (CITY) and the Modesto Police Officers' Association (MPOA) expired on June 30, 2014, and

WHEREAS, representatives of the CITY and the MPOA have met and conferred in good faith concerning wages, hours, terms and conditions of employment for employees in said bargaining unit, and

WHEREAS, the CITY and MPOA have reached agreement on language changes for a successor MOU which, upon execution, shall be **attached** hereto and made a part hereof, and

WHEREAS, the MOU provides as follows:

SECTION 1. TERM. The term of the MOU shall be from June 30, 2014 to June 28, 2016.

SECTION 2. SALARY ADJUSTMENTS AND CALPERS EMPLOYEE CONTRIBUTION. The City shall increase the salary schedule by 3% effective the 1st full pay period following ratification and Council approval.

The City shall increase the salary schedule by 1.0% effective the first full pay period in July of 2015.

SECTION 4. HOLIDAY LEAVE. Amend language to add an additional 24 hours of Holiday Leave for FY 2014/2015.

SECTION 5. SPECIAL LEAVE. Amend language to add all employees in the MPOA bargaining unit shall be credited with thirty-two (32) hours of special leave for use during FY2014/2015. If an employee does not use his or her special leave on or before June 30, 2015, any remaining balance shall be cashed out effective July 1, 2015 and paid to the employee in the paycheck for the pay period ending July 13, 2015.

SECTION 6. UNIFORM ALLOWANCE. The City shall increase the uniform allowance to $1220.00 per year effective the first full pay period following ratification and Council approval.

SECTION 7. RETENTION BONUS. The City shall provide a 1% retention bonus for each member and a $500 retention bonus check every six months. Pay as defined in the MOU (Section 5, G, 1) effective the first pay period following ratification and Council approval.

SECTION . LANGUAGE CLEAN UP.

a) Incorporate paid lunch period.

b) Redefine Mutual Aid Compensation to provide employees with all reimbursable travel time

c) Capture additional City provided Special Assignment Equipment

d) Incorporate new vacation request procedure as previously agreed

e) Redact prorate language in FTO pay

SECTION . PERS PICK UP. Effective June 28, 2016, the City shall increase base salary by (2.0%) two percent and the Association shall pick up (2.5%) two and a

half percent of the employee's PERS contribution for a total employee pick up of (9%) nine percent.

CHANGES AND REMAINING PROVISIONS. Other changes and remaining provisions of the December 23, 2008 through March 28, 2011 MOU and Contract Extension Agreements through June 30, 2014 between the CITY and MPOA shall continue in the new MOU. The exact language of all provisions shall be set forth in the MOU between the CITY and MPOA.

WHEREAS, the Council considered this matter at its meeting of February 3, 2015,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Council hereby approves the language changes for a successor Memorandum of Understanding between the City of Modesto and the Modesto Police Officers' Association, which covers a term from July 1, 2014 through June 30, 2016, and upon execution of same, a copy of the MOU will be on file in the office of the City Clerk.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 3rd day of February, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Memorandum of Understanding
between the
City of Modesto
and the
Modesto Police & Fire Non Sworn
Association
(MPNSA)

Effective

July 1, 2014

Through

March 23, 2016

Reso
2014-518

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PREAMBLE

It is the purpose of this Memorandum to set forth the wages, hours and other terms and conditions of employment for employees represented by the Modesto Police & Fire Non Sworn Association (hereinafter referred to as "MPNSA").

ARTICLE 1. TERM AND REOPENER

(A) The term of this Memorandum of Understanding (MOU) shall commence on July 1, 2014, and shall expire and otherwise be fully terminated at midnight, March 23, 2016. Unless otherwise provided for in the MOU, none of the modifications to this agreement shall become effective prior to ratification of this agreement by MPNSA and adoption by the City Council.

(B) Re-opener

(1) Concession Bargaining: During the term of this contract the parties agree to meet and discuss each year on further concessions, if deemed necessary by the City.

(2) Pension Reform: The parties agree to begin meeting and conferring through impasse and implementation process on pension reform not later than August 2, 2010.

(3) Sick Leave and Retiree Medical Conversion Program Restructuring: The parties agree to begin meeting and discussing no later than August 2, 2010 on the sick leave and retiree medical conversion program.

ARTICLE 2. CITY MANAGEMENT RIGHTS

The City of Modesto (hereinafter referred to as "City") and the Modesto Police & Fire Non-Sworn Association agree the City has the right to unilaterally make decisions on all subjects that are outside the scope of bargaining. The parties agree the City's exercise of its management rights is not subject to challenge through the grievance procedure or in any other forum, except where otherwise in conflict with a specific term of this Memorandum of Understanding.

The City retains the exclusive right, except as expressly stated herein, to operate and direct the affairs of the City in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all of the operations and services of the City; to determine the methods, means and organizations by which such operations and services are to be conducted; to assign and transfer employees; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; and to change or eliminate existing methods, equipment or facilities.

ARTICLE 3. REPRESENTATION

This Memorandum of Understanding covers the employees in the following position classifications of City, which MPNSA is certified as representing, and MPNSA is the formally recognized employee organization which has the exclusive right to represent said employees during the term of this implementation.

Fire Prevention Inspector I
Fire Prevention Inspector II
Police Animal Control Officer I
Police Animal Control Officer II
Police Clerk I
Police Clerk II
Police Community Service Officer I
Police Community Service Officer II
Police Crime and Intelligence Analyst I
Police Crime and Intelligence Analyst II
Police Evidence and Property Technician I
Police Evidence and Property Technician II
Police Identification Technician I
Police Identification Technician II
Police Officer Recruit
Police Technician
Senior Fire Prevention Inspector

ARTICLE 4. RENEGOTIATIONS

Negotiations shall begin no later than ninety (90) calendar days prior to the termination date of this Memorandum. The parties shall notify one another of the names of their designated representatives at least thirty (30) days in advance of the first meeting.

When negotiating a successor memorandum, the MPNSA shall be represented by no more than four (4) employees who shall be released from active duty and will not lose wages or benefits when negotiating. A reasonable number of other representatives may attend on their own time; however, the City shall not provide release time for more than four (4) employees.

A reasonable effort will be made to allow MPNSA employees to have their work hours and/or duty days adjusted so they will be on active duty during negotiations. No employee shall receive overtime for time spent negotiating if it is not possible to adjust their work schedule. Participation in negotiations does not release any employee from responsibilities of their full-time employment requiring immediate attention or action (for example, scheduled court appearances or emergency callback).

ARTICLE 5. SALARY RATES AND STEP ADVANCEMENTS

The base salary ranges shown in **Exhibit 1** (Classifications and Salary Ranges) shall be applicable on the dates indicated for classifications in this Unit for the period commencing

September 11, 2012, as provided in **Exhibit 2** (Schedule of Salary Ranges and Rates). The salary range for each of those positions shall increase 2.0% effective the first pay period following ratification of this agreement by MPNSA and adoption by the City Council, as provided in Exhibit 3. The salary range for each of those positions shall increase by 1.0% effective the pay period including March 1, 2016, as provided in Exhibit 4.

In addition, based on the results of the City's most recent labor market study, the salary range for each of the benchmark classes listed in Exhibit 5, along with any related classes, shall increase in accordance with the schedule set forth in Exhibit 5.

Classification Titles and Ranges may be amended from time to time by Resolution adopted by the City Council.

(A) For purposes of this Memorandum, base salary range shall mean the salary range assigned to a specific classification as provided in **Exhibit 1**. Base salary rate shall mean the hourly rate of pay established pursuant to the Step placement within the base salary range as provided in this Memorandum.

Paid time shall be based upon the base salary rate with the computation rounded to the nearest cent.

(B) Each salary range shall consist of five (5) Steps, A through E. Progression through the steps shall be based upon both length of service and job performance.

(1) Step A will normally be paid upon initial employment. The initial salary may be set at a higher Step only upon approval of the Department Director and City Manager. In cases of exceptional performance, employees hired at higher than Step A may be considered for their first Step increase after thirteen (13) pay periods.

(2) Step B shall be paid upon completion of thirteen (13) pay periods with an overall "meets" performance evaluation.

(3) Step C through Step E shall be paid upon completion of twenty-six (26) pay periods with an overall "meets" performance evaluation at each Step.

(4) Accelerated Step increases within the established salary range may be granted in addition to those above, upon approval of the City Manager.

(5) When a Step increase is denied, there shall be another performance evaluation of the employee in thirteen (13) pay periods from the effective date of the denied increase. There is no right of appeal to the withholding of a step increase, but the reasons for withholding shall be given in writing to the employee.

(6) Due to inferior work, lack of application, indifferent attitude or other legitimate reasons, an employee's Step may be reduced to a lower Step. There is no right of appeal due to the lowering of Steps, but the reasons for reduction shall be given in writing to the employee.

(7) All other salary administration policies shall be as contained in the Personnel Rules and Personnel Administrative Orders.

ARTICLE 6. PERFORMANCE EVALUATION

(A) The City and MPNSA agree to use the "Performance Management Guidelines" as the recognized evaluation process. There shall be periodic performance evaluations of all employees, which shall be discussed with the employee and made a matter of record. If the evaluation shows an employee's work to be below standard, the supervisor shall take appropriate steps to encourage improvement and may set a definite period of time in which improvement is expected. Failure to achieve satisfactory improvement may be just cause for demotion, reduction in pay or dismissal.

(B) There shall be a Performance Evaluation Review Committee, composed of City and MPNSA representatives, which will meet as needed to review the performance evaluation system.

(C) The specific procedures of the performance evaluation system shall be as contained in the Personnel Rules and Personnel Administrative Orders.

ARTICLE 7. PAY PERIOD

(A) A pay period is defined as the fourteen (14) calendars day period from 12:01 a.m. Tuesday to 12:00 a.m. (midnight) Monday two weeks thereafter. The first pay period under this Memorandum shall commence at 12:01 a.m., on Tuesday, the day this Memorandum became effective.

(B) Direct Deposit. For all employees, the City will deposit employees' pay checks directly to their bank or credit union accounts; paper checks shall not be issued.

ARTICLE 8. WORKWEEK DEFINITION

The workweek is 12:01 a.m. Tuesday to 12:00 a.m. (midnight) the following Monday. Department Directors and individual employees may agree to modify the workweek in order to facilitate alternative work schedules as provided in this Memorandum.

ARTICLE 9. STANDARD TOUR OF DUTY

The standard tour of duty represents the time that an employee is regularly scheduled to work. A regularly scheduled tour of duty, which commences before midnight and ends the following day, shall be reported for payroll purposes as time worked for the day in which the tour of duty began.

The Department Director shall establish the times a standard tour of duty begins and ends and the actual number of hours, which comprises the standard tour of duty for each

position. If the City needs require it, employees will be offered, on a voluntary basis, staggered work hours and/or days. If no employees volunteer for such staggered work hours and/or days, employees may be assigned work outside their Standard Tour of Duty by inverse order of seniority, not to exceed one (1) work shift.

When a Department Director finds it necessary to make modifications or changes in the time a standard tour of duty begins or ends or the actual number of hours in a tour of duty, the Department Director shall notify the affected employee(s) and MPNSA indicating the proposed change with seven (7) calendar days prior notice to its implementation. If MPNSA requests to meet and confer, it shall do so in writing to the Human Resources Director. The parties shall then expeditiously meet and confer regarding the impact the modification or change would have on employees. An employee or MPNSA may request the Department Director to change the times a standard tour of duty begins and ends or the actual number of hours in a standard tour of duty to meet the needs of the service.

ARTICLE 10. LEAVE USAGE AND ACCRUALS

All leave accrual, including overtime, shall be recorded in tenths of an hour (i.e. 0.10 equals 6 minutes) basis. All leave usage, including overtime, shall be recorded in tenths of an hour (i.e. 0.10 equals 6 minutes) basis. All leave usage, including use of overtime, shall be recorded and used on a tenth (0.10) of an hour basis.

ARTICLE 11. REST PERIODS

Employees shall be entitled to rest periods in accordance with the schedule contained herein, unless otherwise provided for in Appendices A through F. Rest periods shall be scheduled in accordance with the requirements of the department. Rest periods shall be considered as time worked. Employees required to work either before or beyond their regular tour of duty shall be granted a ten (10) minute rest period for each two (2) hours of such work.

Regularly Scheduled Tour of Duty	No. & Limit of Rest Period
After 3 hours and through 6 hours	One (1) 15 Minute Rest Period
After 6 hours and through 10 hours	Two (2) 15 Minute Rest Periods

ARTICLE 12. OVERTIME

(A) Policy: It is the policy of the City of Modesto to discourage overtime except when necessitated by abnormal or unanticipated workload situations. It is the responsibility of Department Directors to arrange for the accomplishment of workload under their jurisdiction within the normal tour of duty of employees. Each department shall keep complete and accurate records of all overtime earned in every pay period. The City has the right to require each employee to work overtime as necessary. To the extent possible and at the sole discretion of the Department Director, overtime will be distributed equitably among qualified employees within the department. Supervisors will not authorize an employee for overtime during the time when he/she is on a disciplinary suspension without pay.

(B) Definition: Overtime is defined as hours actually worked in excess of forty (40) hours in a workweek. Paid leave shall be considered as time actually worked for purposes of computing overtime. Overtime shall not affect leave accruals.

(C) Overtime Compensation: Any employee authorized by the Department Director or authorized representative to work overtime shall be compensated at premium rates, i.e. one and one-half (1-1/2) times the employee's regular hourly rate of pay. Upon an employee's request, overtime may be compensated as compensatory time off (CTO). CTO shall be credited at time and one-half. Overtime and CTO shall be recorded and used on a tenth (0.10) of an hour basis.

Each employee hired before September 27, 2005 will be paid, as part of the last paycheck received in September, December, March and June for all compensatory time over one hundred and sixty (160) hours. Each employee hired on or after September 27, 2005 will be paid, as part of the last paycheck received in September, December, March and June for all compensatory time over one hundred (100) hours.

Employees may request payment of compensatory time to be included as part of a regular paycheck so long as the request is for at least twenty (20) hours. Employees shall make this request to the Payroll Division of Finance at least fourteen (14) calendar days prior to payout. Compensating time off may be taken at the request of the employee and with the approval of the Department Director or designee. Compensating time off will be taken in straight time hours.

Prior to the promotion or reclassification of an employee, all compensating time off shall be taken or paid at the employee's then current regular rate of pay. Overtime compensation for Police Clerks and Community Service Officers assigned to the 6/3 schedule and Community Service Officers and Animal Control Officers assigned to the 4/11 schedule shall be paid pursuant to 29 C.F.R. Sec. 778.114 of the Fair Labor Standards Act regulations.

(D) Wash Time: A Department Director, with the concurrence of the affected employee, may arrange for that employee to take such time off at straight time.

(E) Meal Allowance: An employee required to work unscheduled overtime for four (4) or more consecutive hours beyond the scheduled shift on emergency work, or for four (4) or more consecutive hours of work when on Standby or Call-Back, shall be compensated ten dollars ($10.00) for a meal allowance during any twenty-four (24) hour period and shall be entitled to a thirty (30) minutes unpaid meal period for every additional four (4) hours worked. Only one (1) ten-dollar ($10) payment shall be made per shift, unless the employee works four (4) or more consecutive hours, is released from duty, and must return for four (4) or more hours in the same shift.

ARTICLE 13. STANDBY

(A) Definition: Employees, who are released from active duty but are required by the department to leave notice where they can be reached and be available to return to active duty when required by the department, shall be assigned to standby.

To be eligible for standby, an employee must be able to respond to the appropriate geographical location within the time set forth in this Article.

ID Technicians who utilize sick leave or other accrued leave for their own personal illness, or injury, shall be presumed to not be available and therefore not entitled to standby. However, employees have an obligation to report to their supervisor any changed availability as required by this Article, at the beginning of the workday or as soon as such change in availability is known, whichever comes first.

While on standby, an employee shall be free to use the time for his or her own purposes.

(B) Response Time: Standby requires that employees so assigned shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) be able to respond to either the geographic center of the City or the employee's assigned work unit location to duty within a reasonable period of time, not to exceed sixty (60) minutes.

Exceptions to the sixty-minute (60) restriction may be made by a department director, based on the operating and staffing needs of the department.

(C) Compensation: Standby time shall not count as hours worked. Assigned personnel shall receive standby pay in the amount of two (2) hours pay on their workday and four (4) hours pay on the employee's days off and fixed City holidays.

ARTICLE 14. FATIGUED EMPLOYEES

Any employee required to work beyond their regularly scheduled shift and who feels too fatigued to satisfactorily complete their next duty shift, may request time off, to be charged to the employee's vacation, holiday CTO, or CTO balance. This additional approved time off shall not be recorded as an "unscheduled" leave.

ARTICLE 15. CALL BACK

When an employee returns to active duty at the request of the Department Director after said employee has been released from active duty, said employee shall be entitled to call-back compensation. Paid Call-Back shall begin when the employee departs for his/her duty assignment and shall end when the employee departs from the worksite.

(A) The following incidents are not considered call-back and are compensated on a time and one-half basis:

(1) Planned overtime for which the employee has received a minimum of twenty-four (24) hours advance notice;

(2) Overtime associated with assigned Standby as described in Article 13;

(3) Overtime which occurs as an extension of an employee's regular workday;

(4) When an employee begins work at the request of the Department within ninety (90) minutes prior to the scheduled start of his/her regular work shift.

(B) When on call-back, an employee receives the following compensation:

(1) Three (3) hours of straight time per call-back occurrence;

(2) In addition to the three (3) hours of straight time, overtime will be applied as paying time and one-half pay for actual time worked in excess of seventy-eight (78) minutes.

ARTICLE 16. COURT OVERTIME

(A) Overtime for appearance in court shall be compensated at time and one-half of the regular rate of pay for time spent in court if such appearance is set within two (2) hours time of the beginning or ending of a regular work shift.

(1) If set within two (2) hours time of the beginning of a regular work shift, overtime at time and one-half of their regular rate of pay will be compensated beginning with the appearance time and concluding at the beginning of the shift.

(2) If set within two (2) hours time of the ending of a regular work shift, overtime at time and one-half of their regular rate of pay will be compensated beginning with the shift ending time, and concluding with the completion of the court appearance.

(B) A minimum of one (1) hour at the employee's straight time rate shall be recorded when an employee has been subpoenaed for an appearance and is required to telephone the Court Liaison Officer during off duty hours prior to 12:00 p.m. to inquire whether the employee must appear. An additional one (1) hour as provided above shall be recorded if the employee is required to call back after 12:00 p.m. The Police Chief shall establish requirements for the times that employees must call the Court Liaison Officer. This call-in pay shall only be recorded if the employee is not required to appear in court during the morning or afternoon in which the call in was made.

(C) A court appearance outside of a regularly scheduled duty day shift shall be considered overtime and shall be compensated at time and one-half.

(1) On a duty day or day off, and outside of the two (2)-hour gap, a minimum of four (4) overtime hours shall be recorded for the first appearance on that day and for required court-related time at the Police Department immediately prior to or following an appearance. If, on such a day, a second court appearance is required, a separate minimum of four (4) overtime hours shall be recorded, provided that the second appearance is required to begin after the previous four

(4) hours minimum awarded that day is expired. When the second court appearance is required during the previous four (4) hour minimum, no additional pay shall be recorded until the previous four (4) hour minimum shall have expired, at which time hour for hour overtime shall resume.

(2) On a scheduled day off or vacation day, in order to be paid the minimums, the scheduled day or vacation day must be approved prior to the date that a subpoena is received.

(3) Employees who schedule leave utilizing vacation, holiday or compensatory time off for the same day that the employee previously was subpoenaed for a court appearance, shall be compensated as if the employee was not on vacation, but working the employee's regularly assigned shift in accordance with this Article.

(D) Employees who have been subpoenaed for a court appearance shall be required to verify that their presence is still needed by checking the calendar posted in the department at the end of their duty day the day before the scheduled appearance and by calling the recorder in the District Attorney's Office or at the Police Department the night before the scheduled appearance. This shall be an uncompensated call. If the scheduled appearance falls during an employee's weekend, the employee shall be required to check the posted calendar at the end of the employee's last duty day prior to the weekend. If either the calendar or the recorder indicates that the employee is not required to appear as shown on the subpoena, unless otherwise instructed to appear, the employee shall not receive any overtime pay.

(E) Employees who are called back to duty to appear in court while on suspension, sick leave, workers' compensation or leave without pay shall be paid at the straight time rate of pay for hours worked.

(F) Retirees who have received a subpoena through the course and scope of their employment are required to telephone the Court Liaison Officer prior to the court date to inquire whether the retiree must appear. A minimum of one (1) hour at the straight time pay rate shall be paid for this inquiry. An additional one (1) hour at the straight time pay rate shall be paid if the retiree is required to call back. The Police Chief shall establish a time that retirees must call the Court Liaison Officer. This compensation shall only be paid if the retiree is not required to appear in court. Retirees who are required to appear in court through the course and scope of their employment shall be paid a minimum of four (4) hours at the straight time pay rate for appearances before 12:00 PM. An additional minimum of four (4) hours at the straight time pay rate shall be paid for appearances after 1:00 PM.

A straight time pay rate is defined as the rate of pay the employee earned at the time of retirement.

ARTICLE 17. APPROVED WORK SCHEDULES

Current negotiated schedules include 5/2, 4/10, 9/80, 6/3, and modified 4/10. Police Community Service Officers within the Patrol Division and Police Animal Control Officers shall be assigned to the 4/11 work schedule.

A summary of the provisions of some of these schedules is set forth in Appendices (A) through (D).

The City has the right to implement any of the negotiated work schedules to meet the needs of the organization and the individual department. Prior to implementation, the City shall meet and confer with MPNSA on the impacts to specific employees. MPNSA and/or employees in a work unit may request consideration by the City of the implementation of any negotiated work schedule. The parties agree to meet within 120 days of ratification of this agreement by MPNSA and adoption by the City Council in order to discuss changes to the approved work schedules. Unless and until the parties reach an agreement, the current schedules shall remain in effect.

Regardless of assigned schedule, employees shall be assigned to work a sufficient number of workdays and/or be credited with holidays to normally equal a total of two hundred sixty (260) workdays of eight (8) hour periods per calendar year or two thousand eighty (2,080) hours, or a pro rata number thereof.

ARTICLE 18. JOB SHARING

The City will make reasonable accommodation for an employee in a regular position who desires to share his/her job with another qualified employee or eligible person. Jobs may be shared on an hourly or daily basis provided the combined total scheduled hours do not exceed more than eighty (80) hours per pay period.

An employee who works less than forty (40) hours per pay period shall not be eligible to receive any benefits for which the City pays an insurance premium or membership in the retirement system. Should both employees be scheduled for forty (40) hours each pay period, both employees shall assume responsibility for the payment of one-half (1/2) of the City's contribution towards insurance premiums, as well as their own, if any; provided, however, that one (1) employee may elect to waive coverage under the insurance program allowing the other employee to receive the full City contribution. All other benefits for job sharing employees shall be as provided in the appropriate Article on a pro-rated basis based upon a total eighty (80)-hour pay period.

Each employee shall be notified in writing by the Department Director at the time of appointment to a job share position. The notification will clearly define the benefits to which each employee is entitled. Work schedules for job sharers shall be approved in advance by the Department Director with a minimum of one-week (1) notice for scheduled changes. In the event one (1) employee terminates, cancels participation or is on leave of absence, the remaining employee shall assume the position on a full-time basis until a replacement is available.

ARTICLE 19. SHIFT BIDDING & SPECIAL ASSIGNMENTS

(A) Squad and Shift Bidding for Patrol:

(1) Police Community Service Officers assigned to general police field duties within the Operations Division may bid for squad and shift assignments based on seniority. Shift assignments are four (4) consecutive calendar months. Seniority shall be by Badge number.

(2) Subject to the remaining provisions of this paragraph, CSOs assigned to the Operations Division may submit squad and shift bids during the months of November, March and July for the following four-month (4 month) period.

(3) Following six (6) consecutive assignments to the same shift, a CSO shall rotate off that shift by bidding for another shift assignment.

(4) Each employee's bid will contain the following information:

(a) Name
(b) Badge Number
(c) Notation of assignment to any specialized units
(d) First choice of shift
(e) Second choice of shift
(f) Third choice of shift
(g) First choice squad

(5) The Department must post a seniority list of employees no later than November 1st, March 1st and July 1st. Any objections to the posted seniority list shall be reported to the Operations Division Commander within ten (10) calendar days of the posting.

(6) All CSOs who have not successfully completed their initial probationary period prior to the posting of the seniority list may be exempted from the shift bidding process at the discretion of the Operations Division Commander.

(B) Squad and Shift Bidding for Records:

(1) Police Clerks assigned to Records Division may bid for squad and shift assignments based on seniority. Seniority shall be by date of hire.

(2) Subject to the remaining provisions of this paragraph, Police Clerks assigned to Records may submit squad and shift bids upon request in anticipation of reassignments. All records reassignments will be based on the shift bids during the months of December and June for the following six-month (6 month) period.

(3) Each employee's bid will contain the following information:

(a) Name
(b) Date of Hire
(c) Notation of prior assignment to any specialized units
(d) First choice of shift
(e) Second choice of shift
(f) Third choice of shift
(g) First choice of squad

(4) The Department must post a seniority list of employees each time a seniority bid occurs no later than December 1st, and June 1st. Any objections to the posted seniority list shall be reported to the Records Lieutenant within ten (10) calendar days of the posting.

(5) All Records Clerks who have not successfully completed their initial probationary period prior to the posting of the seniority list may be exempted from the shift bidding process at the discretion of the Records Lieutenant.

(C) Special Assignments:

(1) There shall be a five (5) consecutive year limit to special assignments. A special assignment is defined as any assignment that removes the employee from regular patrol duties as a Police Community Service Officer or from the seniority shift bidding process in Records as a Police Clerk. Absent exceptional circumstances, employees who have completed five (5) consecutive years in special assignments must perform at least twelve (12) months of regular patrol duty or duty in Records before being assigned to another special assignment.

(2) In the event an employee has fulfilled the maximum term limit and must vacate a special assignment and the department has not received any interest from a qualified applicant, the incumbent may, with approval of the Police Chief, extend the assignment one (1) year. However, if the department receives interest from a qualified applicant during the one (1) year extension, the incumbent must vacate the special assignment at the end of the one (1) year extension in order to fill the position with an applicant. The one (1) year extension may be repeated if the preceding conditions persist.

(3) Special assignments and terms are set forth in General Order 2.14, Specialized and Collateral Assignments.

(4) At the effective date of this provision, any employee who already occupies a special assignment shall have their total consecutive special assignment time served to date counted towards their maximum allowable limits.

(5) Notwithstanding this special assignment provision, the Chief of Police ultimately has the discretion to determine the length and terms of any assignment based on the needs of the department.

(D) Management Rights:

(1) Nothing contained herein shall limit the discretion of the employer to determine the number of employees to be assigned to each area, shift, Bureau, Division, Unit or specialized position, or the discretion of the employer to assign and transfer employees to meet the operating requirements of the Department, including temporary hardship needs of an employee.

(2) The bid system shall not supersede Management Rights as stated in Article 2 of this Memorandum, nor shall it infringe upon any of the Management Rights contained therein. Specifically, Management retains the right to assign and transfer employees.

(3) The Department Director is the final authority in assigning personnel and such decisions shall not be subject to the grievance procedure, arbitration or considered as discipline.

(4) All other administrative policies and procedures shall be as contained in the Personnel Rules and Personnel Administrative Orders.

ARTICLE 20. LICENSES, CERTIFICATES

Whenever an employee is required to obtain a certificate or license in order to carry out the duties assigned, except a California Class C Driver's License, the City will pay for the certificate or license fee and the time required to attend any required class or exam to obtain or renew it shall be considered as regular duty time.

ARTICLE 21. SPECIALTY PAY

(A) Shift Pay: Employees who are regularly assigned to work swing shift which is defined as any shift beginning on or after 12 noon, shall receive a shift differential of $6 per shift for every regularly scheduled shift.

Employees who are regularly assigned to work graveyard shift which is defined as any shift beginning on or after 4:30 pm shall receive a shift differential of $8 per shift for every regularly scheduled shift.

Police Clerks regularly assigned to work a swing or graveyard shift shall receive the shift differential when working a double day.

No shift differential shall be paid to an employee working an overtime shift where the employee is receiving time and one half pay. An employee who works overtime on a short week at straight time shall receive the differential.

An employee who works all or part of a regularly scheduled swing or graveyard shift shall receive the full differential for that shift.

(B) Training Pay: Employees in this bargaining unit directed to train other employees in the Police Department shall receive five (5%) percent assignment pay for all hours worked as a trainer.

(C) CSO – ID Unit Pay: Community Service Officers assigned to the ID Unit shall receive an additional five (5%) percent in compensation.

(D) Bilingual Pay: Each Department Director shall, on an annual basis, determine the number of bilingual employees that are needed for oral translation purposes within their department. For purposes of this Article, bilingual is defined as Spanish, Southeast Asian language(s) common to this area, sign language or other languages deemed desirable by the Department Director.

Prior to January 1 annually, each department will provide to their employees a list of translation opportunities within the department. Employee participation in this effort is voluntary.

A review panel made up of three (3) experts (as determined by the department) will assess the qualifications of employees wishing to volunteer. Two (2) of the three (3) panel members must agree that the person is capable of bilingual translation.

Employees who pass the review panel and are needed in this capacity by the department shall receive $50.00 (fifty dollars) per pay period. Employees must agree to use their bilingual skills at the direction of the department for a minimum of one (1) year from the time the compensation begins, unless an unusual hardship is presented by the employee.

The Department Director may choose to eliminate the compensation if it is determined that the translation services are not being effectively delivered by the employee and/or the need is no longer present in a specific division. If more employees are deemed to be capable of bilingual translation than the need for these services, the Department Director may choose to rotate this duty between eligible employees.

If the Department Director identifies more opportunities for translation than there are employees certified, the Department and the Human Resources Department may establish a second notification for volunteers and a second review panel in July of that year.

An employee certified and receiving bilingual compensation shall cease receiving the pay after they have been out of the workplace for three (3) consecutive pay periods. The pay will not be granted beginning the first day of the following pay period. The pay will be resumed the first full pay period the employee returns to work.

(E) Pay Differentials: Pay differentials provided in paragraphs (A) through (E) herein shall be included in base pay for purposes of compensation for approved vacation and holiday leave, compensating time off and sick leave.

ARTICLE 22. ACTING PAY

(A) Acting Pay: Employees directed to work continuously in a vacant higher-level regular position and perform work at the higher level for more than one hundred and sixty (160) consecutive hours shall, subject to the other provisions of this paragraph, receive a salary rate increase to the higher level retroactive to the first hour of the higher level

assignment. Such increase shall be determined as if the assignment had been a promotion retroactive to the first day of such assignment. For purposes of this Article, a vacant position is defined as an authorized regular position that is unoccupied due to resignation, retirement or termination or due to the incumbent being on an extended leave of absence. Requests for higher compensation must be approved by the Director of Human Resources. Such requests may only be approved upon certification by the Department Director that the assigned employee meets the minimum training and experience guidelines and is assigned and held responsible to perform fully the full scope of duties normally associated with the higher-level position.

(B) Out-of Class Pay: Employees may request out-of-class pay. After review with the Department Director, the Director of Human Resources may authorize additional compensation up to ten (10%) percent pay differential for an employee working above their class, provided that the employee has been directed to perform significant assignments from a higher classification, or to perform higher duties and responsibilities, on a continuous basis in excess of one hundred twenty (120) consecutive hours. The decision of the Director of Human Resources to approve or disapprove such requests is final and binding and not subject to the Grievance Procedure.

(C) Duration of Assignment: Initially, an Acting Assignment or an Out-of-Class Assignment shall be limited to a term of twelve (12) consecutive months for any one employee. Requests to extend the assignment beyond twelve (12) months will require review and approval by the Department Director and the Director of Human Resources. If approved, the extension of the assignment shall be for a maximum of six (6) additional months. One (1) additional extension of six (6) months, beyond the first six (6) month extension, may be authorized with the approval of the City Manager or Deputy City Manager.

ARTICLE 23. UNIFORM ALLOWANCES

(A) Police: All Police Department employees who are required to wear uniforms shall do so in accordance with the Police Department's uniform and equipment regulation and receive uniform allowance as follows:

(1) Police Community Service Officers, Police Animal Control Officers and Police Identification Technicians shall receive a uniform allowance of ninety-four dollars ($94.00) per month paid on the last paycheck of the month.

(2) Police Evidence and Property Technicians shall receive a uniform allowance of eighty-one dollars ($81.00) per month paid on the last paycheck of the month.

(3) Police Clerks shall receive a uniform allowance of sixty-eight dollars ($68.00) per month paid on the last paycheck of the month.

(B) Fire: All Fire Department employees who are required to wear uniforms shall do so in accordance with the Fire Department Rules and Regulations and receive a uniform allowance as follows:

Deputy Fire Marshal and Fire Prevention Technicians I and II shall receive a uniform allowance of one hundred dollars ($100.00) per month. Newly hired employees shall receive an allowance prorated from the date of hire.

(C) Reimbursement for Damage: The City will reimburse employees for the cost of replacing or repairing damaged uniforms in accordance with Personnel Administrative Order 19.1-81-6.

(D) An employee hired into or promoted into a position requiring a uniform or different uniform will receive a uniform allowance advance equal to three months accrual. The advancement will be provided within twenty (20) days of hire. The employee will not receive a uniform allowance for the first three months of employment. If an employee leaves the department and is subsequently rehired, such advance allowance will be available provide the employee has been separated from city service for more than twelve (12) months.

ARTICLE 24. VACATION

The following vacation accrual rates shall be established for regular employees:

Annual Vacation Accrual Rate	Years of Service
80 hours	0-5
120 hours	6
128 hours	7
136 hours	8
144 hours	9
152 hours	10
160 hours	11
164 hours	12
168 hours	13
172 hours	14
176 hours	15
180 hours	16
184 hours	17
188 hours	18
192 hours	19
196 hours	20
200 hours	21 or more

Employees may not accrue vacation time in excess of twice their annual vacation accrual rate; provided that no employee shall lose vacation time to meet the needs of the service.

The following rules and regulations are established for the administration of vacation benefits:

(A) All vacation leave must be approved by the Department Director or designated representative.

(B) Employees in regular positions shall accrue, on a pro-rated basis, vacation leave for completed pay periods. Such vacation leave shall be available for use on the first day following the pay period in which it is earned. Employees in regular positions budgeted less than eighty (80) hours per pay period or job shared positions shall receive vacation leave accumulation on a pro-rated basis.

(C) Vacation leave shall be compensated at the employee's regular hourly rate of pay.

(D) An employee about to retire, or who is to be laid off, may utilize their accrual prior to the effective date of any such retirement or layoff. In-lieu of such vacation, the employee may elect a lump sum payment for accrued vacation time. All other employees shall be paid at their regular rate of pay for all hours accrued at time of separation from the City.

(E) Employees may use up to three (3) days of their accrued vacation in any one fiscal year for emergency leave provided they notify the department authority prior to the start of the working day that the employee would be absent. An employee must provide written documentation of the emergency that is defined as an unforeseen urgent matter or situation out of the employee's control that requires immediate leave or could result in serious negative consequences if not attended to.

(F) If, due to operational needs of the City, an employee is denied the ability to take sufficient vacation to remain under his/her cap, the employee may seek City Manager approval to exceed the maximum cap for a time period to be specified by the City Manager.

(G) Vacation leave hours will accrue in tenths of an hour. Each year, during the last pay period ending in June, payroll will adjust vacation accruals in order to ensure that employee accruals are consistent with the above-listed annual accrual rates.

(H) Negative Vacation:

Employees shall not be permitted to take vacation in advance of accrual, except in cases of extreme hardship or extenuating circumstances, as determined by the City Manager or designee. Use of vacation in advance of accrual shall not be authorized if the employee has other applicable leave time available. Any request for use of vacation in advance of accrual shall include a method and timeline for offsetting the negative vacation balance, as well as authorization from the employee for the City to recover any negative balance still owed to the City upon the employee's separation from service. Such recovery shall be first from the employee's final paycheck and then by either personal payment from employee or by a withdrawal from the employee's deferred compensation account.

(I) Same Day/Next Day Time Off Request (Non-Sick Leave):

If an employee requests time off (e.g. Vacation, CTO, etc) and the supervisor grants approval *after* determining there is minimal impact to workload, departmental coverage or the overall operation; the employee will not be charged for an unscheduled absence regardless of the timing of the request. Approval for such time will be granted based on the discretion of the supervisor and needs of the operation at the time of the request.

(J) Vacation Bidding:

Seniority will be used to determine vacation schedules for those submitted requests by January 31 of each calendar year. Management will respond to the requests by February 28 of each calendar year. If multiple requests are submitted prior to this date, the requests shall be prioritized. A maximum of three (3) vacation time period requests shall be prioritized per employee. All first priority requests shall be considered in order of seniority prior to any second priority requests. All second priority requests shall be considered in order of seniority prior to any third party requests. After January 31, vacations for the remainder of the calendar year will be determined on a first-come, first served basis.

(K) Special Leave in FY2014-15:

Upon ratification of a successor MOU by MPNSA and adoption by the City Council employees in the MPNSA bargaining unit shall be credited with twenty-four (24) hours of special leave for use during FY2014-15. This special leave shall be subject to the same restrictions as vacation leave. If an employee does not use his or her special leave on or before June 30, 2015, any remaining special leave balance shall be cashed out effective July 1, 2015 and paid to the employee in the paycheck for the pay period ending July 13, 2015. This special leave provision shall sunset on June 30, 2015 and employees shall not be entitled to receive any additional special leave pursuant to this subsection during the term of this MOU.

Employees who become members of the bargaining unit after ratification of this MOU by MPNSA and adoption by the City Council shall receive a pro-rated amount of special leave based on their time of service during FY2014/15 (i.e. an employee with six months of service in the bargaining unit during FY2014/15 will receive 12 hours of special leave under this subsection).

ARTICLE 25. HOLIDAYS

(A) (i) Fixed Holidays: All employees in regular positions, except those employees assigned to a 6/3, 4/11 or a modified 4/10 schedule shall be entitled to the following fixed holidays:

New Year's Day	Martin Luther King, Jr. Day
Presidents' Day	Memorial Day
Independence Day	Labor Day
Veterans' Day	Thanksgiving Day

Day after Thanksgiving Day Christmas Day

The first pay period of January of each year, employees assigned to the 4/11 or modified 4/10 schedule shall be credited with eighty-eight (88) hours of accrued holiday time. Holiday leave shall be reduced by eighty-eight (88) as required by the modified 4/10 schedule for a net of zero (0) hours or reduced by twenty (20) hours as required by the 4/11 schedule, for a net of sixty-eight (68) hours. See Appendix. Employees assigned to the 4/11 or modified 4/10 schedule are not entitled to any additional compensation when the holiday falls on their regular workday. For employees on a 4/11 schedule, the remaining sixty-eight (68) hours of holiday time in the employee's regular holiday account shall be taken as time off, or shall be forfeited at the end of each calendar year. (The end of the calendar year is defined as the pay period in which January 1 falls). If an employee enters into or leaves a 4/11 or modified 4/10 schedule, the employees holiday hours shall be adjusted to reflect the schedule change.

At the sole discretion of the Police Chief, a probationary Police Community Service Officer assigned to Field Training may be required to cash out all, or a portion, of their holiday time. The Police Chief shall determine the number of hours to be cashed out based on the timing and duration of the Field Training assignment and the needs of the Police Department.

(ii) Additional Holidays for FY2014-15 and FY2015-16

The City shall provide employees with 3 additional holidays for FY 2014/2015. The additional holidays are the day before Christmas (December 24, 2014), the day after Christmas (December 26, 2014) and January 2, 2015. This holiday leave is non-precedent setting.

The City shall provide employees with 3 additional holidays for FY2015/2016. The dates on which the additional holidays in FY2015-16 will be observed shall be determined by the City and will occur between December 22, 2015 and January 4, 2016. This holiday leave is non-precedent setting.

Employees scheduled to work during either of these holiday closure periods shall be granted equivalent holiday leave hours that must be used during the fiscal year for which the leave was allotted.

(B) Floating Holiday: Employees in regular positions shall be entitled to a total of eight (8) hours on a 5/2 or 6/3 schedule, nine (9) hours for a 9/80, ten (10) hours for a 4/10 schedule, eleven (11) hours for a 4/11 schedule floating holiday time provided that the employee is on the payroll during the entire pay period in which such floating holiday time is to accrue. "Entire pay period" shall mean that an employee must have been hired prior to, or at the start of, the pay period and not have separated prior to the end of the pay period and was paid for at least one-half (1/2) of the scheduled hours. Floating holiday time shall be accrued during the pay period in which January 1 falls.

(C) Floating holidays accrued shall be available for use the first day following the pay period in which they are accrued, with the approval of the Department Director.

(D) Job Sharing: Employees in regular positions budgeted less than eighty (80) hours per period or job-shared positions shall receive fixed and floating holiday accruals on a pro-rata basis.

(E) If a fixed holiday falls on an employee's regularly scheduled workday, the employee shall be entitled to a total of eight (8), nine (9), ten (10) hours (a full work shift) of holiday time off depending on their current work schedule. Employees on a modified 4-10 or 4-11 shall receive holiday compensation as defined in the shift agreement.

(F) If a fixed holiday falls on a Saturday, the preceding Friday will be observed as the fixed holiday. If a fixed holiday falls on a Sunday, the succeeding Monday will be observed as the fixed holiday.

(G) If a fixed holiday falls on an employee's regularly scheduled day off, the full time employee shall be entitled to a total of eight (8) hours of holiday compensatory time.

(H) Employees working on fixed holidays shall be compensated at time and one-half for time actually worked; irrespective of hours actually worked in this workweek. In no event shall such an employee be compensated for working a fixed holiday in excess of one and one-half (1-1/2) times the employee's regular hourly rate of pay plus hour-for-hour holiday compensatory time except as provided in Article 12 (c).

(I) Whenever a regular employee is required to work on a fixed holiday, which falls within the employee's regularly scheduled work week, the employee shall accrue, on an hour-for-hour basis, up to a total of regularly scheduled hours (eight (8), nine (9) or ten 10), holiday compensatory time.

(J) Whenever a regular employee is required to work on a fixed holiday which falls on a regular day off, the employee shall accrue on an hour-for-hour basis up to a total of eight (8) hours of holiday compensatory time irrespective of employee's normal work schedule (4/10 or 9/80,).

(K) Employees on leave without pay the last scheduled workday before and the first scheduled workday after a fixed holiday shall not receive holiday pay.

(L) Holiday time may be accrued up to a maximum of forty (40) hours. When the employee reaches the forty (40) hour maximum, additional holiday time worked shall be compensated in cash at straight time rates. Upon termination or retirement, employees shall be compensated for any unused accrued holiday time at the then current regular hourly rate of pay.

(M) Employees may request cash-out of up to forty (40) hours of their grandfathered holiday time annually during the pay period in which November 1 falls. This cash-out is at the employee's current regular hourly rate of pay.

ARTICLE 26. SICK LEAVE

(A) Definition: Sick leave with pay is an insurance program provided by the City for employees in regular positions to be granted in circumstances of adversity to promote the health of the individual employee. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease or for a medical, optical or dental appointment. Sick leave shall not be used for any injury arising out of, or incurred in, connection with outside employment.

(B) Kin Care: In compliance with California law, a maximum of one-half (1/2) of an employee's annual calendar year sick leave accrual (forty-eight (48) hours) may be used to care for, or obtain care for, an employee's child, including stepchildren and foster children, parent, spouse, registered domestic partner or the child of a registered domestic partner who is ill. Employees should provide as much advance notice as reasonably possible to the City of the planned absence.

A maximum of twenty-four (24) hours accrued sick leave may be used to care for, or obtain care for, members of the employee's immediate family who require the attention of the employee. Immediate family includes a sister, brother, mother-in-law, father-in-law, grandparent and foster parent of the employee who is ill.

(C) Accumulation: Employees shall accrue sick leave for each payroll period completed, prorated on the basis of ninety-six (96) hours per year. Sick leave hours will accrue in tenths of an hour. Each year, during the last pay period ending in June, payroll will adjust sick leave accruals in order to ensure that employee accruals are consistent with the applicable annual accrual rate.

Sick leave shall be available for use on the first day following the pay period in which it is earned, provided the employee has completed four hundred eighty hours (480) of service from the employee's hire date.

Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions shall receive sick leave accumulation on a pro-rata basis. Sick leave shall be accumulative up to a maximum of two thousand one hundred (2,100) hours. Sick leave shall not accrue when an employee is absent for more than forty (40) hours in any pay period while on any leave other than holiday, vacation, CTO, bereavement, jury duty or temporary military leave.

(D) Compensation: Sick leave shall be compensated at the employee's regular hourly rate of pay. When an employee is transferred from one department to another, the transfer shall have no effect on the employee's sick leave accruals.

(E) ~~(D)~~ Administration:

(1) It shall be the responsibility and duty of each Department Director or his/her designee to validate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting.

(2) Notice of Sickness: In twenty-four (24) hour departments, the Department Director or designee must be notified at least two (2) hours prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence. In other departments, the Department Director or designee must be notified not later than the start of the employee's scheduled tour of duty of a sickness on the first day of absence. It is the responsibility of the employee to keep the Department Director or designee informed as to continued absence beyond the first day for reasons due to sickness or occupational disability. Failure to make such notification may result in denial of sick leave with pay.

(3) Review: The Director of Human Resources may review and determine the justification of any request for sick leave with pay and may, in the interest of the City, require a medical report by a doctor to support a claim for sick leave pay.

(4) Proof: A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness of three (3) consecutive days or more, when requested by the Department Director. The Department Director may require a doctor's certificate for absences of less than three (3) consecutive days for employees who have received a Corrective Interview Memorandum (CIM) for attendance.

(5) Improper Use: Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indisposition, instances of misrepresentation or violation of the rules defined herein may result in denial of sick leave with pay or disciplinary action.

(F) Coordination of Benefits: Employees shall be entitled to coordinate fully their sick leave benefits with their Workers' Compensation benefits.

(G) Sick Leave Cash-out: Employees who leave City employment in good standing after five (5) years of continuous service (other than retirement), shall be paid at time termination for twenty-five percent (25%) of the employee's unused grandfathered sick leave bank at the employee's then current regular rate of pay. There is no cash value to regular sick leave bank.

(H) Usage. When taking sick leave, employees with grandfathered sick leave conversion banks shall utilize sick leave hours accrued on or after October 8, 2013 before utilizing hours from the grandfathered bank. Employees who utilized sick leave hours from their grandfathered sick leave bank between January 1, 2014 and June 17, 2014 shall be entitled to have up to an equivalent number of sick leave hours transferred from their regular sick leave banks to their grandfathered sick leave banks. This transfer will take effect during the first full pay period following ratification of this MOU by MPNSA and adoption by the City Council. In no event shall the hours transferred from an employee's regular sick leave bank to his or her

grandfathered sick leave bank under this subsection exceed such employee's actual regular sick leave balance at the time of the transfer.

(l) Retirement: For Employees hired before January 1, 2011

1. Employees hired before January 1, 2011 and who retire from the City between October 8, 2013 and December 31, 2014, after five (5) years of continuous service in good standing may, on a one time basis, exercise the option to have ninety (90%) percent of their unused grandfathered sick leave, up to two thousand (2,000) hours, applied by the City upon retirement to premiums for health insurance plans covered by the City. Said insurance contribution shall be provided in an amount up to a monthly rate of $621 for retiree without dependents and up to $1,100 for retirees with dependent coverage.

2. Employees hired before January 1, 2011 and who retire from the City on or after January 1, 2015, after five (5) years of continuous service in good standing may, on a one time basis, exercise the option to have ninety (90%) percent of their unused grandfathered sick leave, converted to the Retiree Medical Program based on the amounts described in Article 33 - Retiree Health (retired on or after January 1, 2015). Employees who retiree on or after September 23, 2014 are no longer eligible for the City's medical insurance plans.

3. In the event of death of the retried employee, the employee's spouse, registered domestic partner or dependents shall remain eligible to receive this benefit.

4. For employees who were hired before January 1, 2011 and who retire on or before December 31, 2014, if after the ninety (90%) conversion, a retiring employee has less than four hundred sixteen (416) hours, accrued vacation leave may be applied to the sick leave account, provided that the total number of hours of sick leave (at a ninety (90%) percent conversion) and vacation does not exceed four hundred sixteen (416) hours. Employees who retire on or after January 1, 2015, regardless of hire date, shall not be eligible to convert any accrued vacation time to sick leave.

ARTICLE 27. CATASTROPHIC LEAVE

Employees in regular positions shall be eligible to participate in the catastrophic leave program. To be eligible, an employee must provide written medical verification of a long-term illness or injury, or have a member of the employee's immediate family with a long-term illness or injury which results in the employee being requested to take time off from work to care for that family member. The employee must have exhausted all accrued leave and CTO, or soon will have exhausted all such leave, resulting in the employee being in a no-pay status. Employees who are receiving long-term disability benefits are not eligible for catastrophic leave. Catastrophic leave shall be coordinated with Family Leave with respect to City payment of insurance contributions.

When a Department Director has determined that an employee would benefit from the establishment of a leave bank and has approved an employee's request for a leave bank, the Department Director will notify the Human Resources Department requesting the establishment of a leave bank in the employee's name. The Department Director will be responsible for notifying City employees of the need for donations. The Department Director will take necessary actions to help ensure that individual employee decisions to donate or not donate to a leave bank are kept confidential and that employees are not pressured to participate. **ALL DONATIONS SHALL REMAIN CONFIDENTIAL.**

The maximum time that may be initially donated into an employee's leave bank account is one thousand forty (1,040) hours. To be eligible to receive more than the original one thousand forty (1,040) hour limit, there must be a favorable prognosis for recovery and a predictable date of return to work.

An employee may donate vacation, holiday and up to forty (40) hours of sick leave in increments of four (4) hours to a specific employee for which a leave bank has been created. Employees may donate leave only if their own total accrued leave balance(s) remains in excess of one hundred sixty eight (168) hours. Employees must advise the Human Resources Department of the maximum hours they wish to donate. Donated hours shall be credited to the leave bank of the affected employee as sick leave on an as-needed basis. Once the authorized hours are credited to the leave bank of the affected employee, then the donation of leave hours is irreversible. When employees are utilizing leave bank hours, they will not accrue any leave time.

Employees wishing to donate time shall complete and submit the required form to the Human Resources Department. After review, the form will be forwarded to the Finance Department for payroll action and adjustment to donor and recipient's paid leave balance. In no event shall donated time have the effect of altering the employment rights of the City or the recipient employee, nor shall it extend or alter the limitations otherwise applicable to leaves of absence or sick leave. The City reserves the right to modify or terminate an established leave bank program, as it deems necessary.

ARTICLE 28. BEREAVEMENT LEAVE

Employees in regular positions shall be entitled to three (3) days of paid leave regardless of work schedule which may be used per occurrence for bereavement due to the death of persons in the immediate family defined as a spouse, registered domestic partner, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, stepson, stepdaughter, child of a registered domestic partner, person over which the employee has legal guardianship, person who stood in loco parentis, foster child, and foster parent of the employee or any relative living with the employee.

In addition, a maximum of two (2) days of accrued sick leave regardless of work schedule may be used per occurrence for bereavement due to the death of persons in the immediate family or any relative living with the employee upon approval by the Department head. In extraordinary situations, use of additional sick leave may be approved by the City Manager.

ARTICLE 29. LEAVES OF ABSENCE

(A) Family and Medical Leave. The City shall comply with the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), herein collectively referred to as "FMLA/CFRA." The City is a covered employer within the meaning of the FMLA and CFRA.

(1) Eligible Employee. As provided under the FMLA and the CFRA, an employee is eligible for FMLA/CFRA leave if he or she is employed by the City for at least 12 months and performed at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. The 12 months an employee must have been employed need not be consecutive. If the employee is maintained on the payroll for any part of a week, including any periods of paid or unpaid leave during which other benefits or compensation are provided by the employer, the week counts as a week of employment.

(2) Qualifying Leave. As provided under the FMLA and the CFRA, FMLA/CFRA leave is permitted for:

(a) The birth of a child of an employee, and to care for a newborn;
(b) The placement of a child with an employee in connection with the adoption or foster care of a child by an employee;
(c) Leave to care for a child, parent, or spouse who has a serious health condition; and
(d) Leave because of a serious health condition that makes the employee unable to perform the essential functions of his or her usual and customary position.
(e) The serious health injury or illness of a covered service member if you are the spouse, son or daughter, parent, or next of kin of that covered service member.

(3) Duration of Leave. As provided under the FMLA and the CFRA, an eligible employee is entitled to a total of 12 workweeks of leave during any 12-month period. An employee's entitlement to leave for the birth or placement of a child for adoption or foster care expires one year after the birth or placement. Thus, such leave must be concluded within one year following the child's birth or placement. There is no minimum amount of leave that must be taken.

(4) Computing the 12-month Period. The City computes the 12-month period described in Section (A), subpart 3, above, on a 12-month period measured forward from the first date designated leave is used. This method shall be applied consistently and uniformly to all City employees.

(5) Intermittent Leave or Leave on a Reduced Schedule. Leave may be taken intermittently or on a reduced schedule. Intermittent leave is leave taken in separate blocks of time due to a single qualifying reason, rather than for one continuous period of time. A reduced leave schedule means a schedule that reduces the employee's usual number of hours per workweek or workday, usually from full-time to part-time. For intermittent leave or leave on a reduced

schedule, only the amount of leave actually taken may be counted toward the 12 weeks of leave to which an eligible employee is entitled.

(6) Pay While on Leave. The employee may use accrued leave or the employer may require an employee to use accrued leave. The City shall not require an employee to use accrued leave if use of leave jeopardizes a short or long term disability benefit. An employee with a planned vacation or other absence may retain up to two weeks of paid vacation or other leave.

(7) Advance Notice. The employee should notify his or her supervisor, or the City's Human Resources Department, as soon as FMLA/CFRA leave is foreseeable.

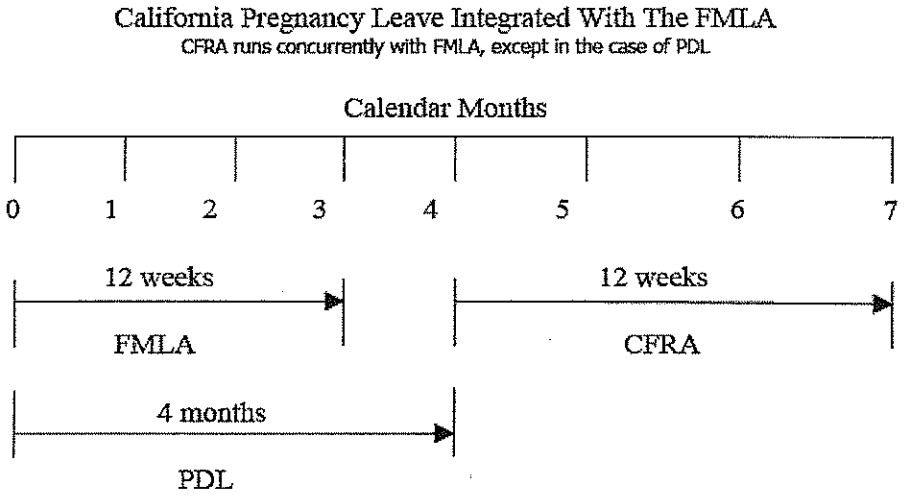
(8) Medical Certification. At reasonable intervals, the City may request the employee provide a medical certification or recertification within 30 days to support the request for initial or continuing FMLA/CFRA leave, which includes: whether the child, parent, spouse, or employee suffers from a serious health condition; the probable duration of the medical condition; and the regimen of treatment to be prescribed. The certification or recertification should contain enough information to satisfy these requirements without revealing confidential health information unnecessary to determining whether the leave is FMLA/ CFRA qualifying. If the employee submits a complete certification or recertification signed by a healthcare provider, the City may not require additional information from the employee's healthcare provider. However, with the employee's advance permission a healthcare provider representing the City may contact the certifying healthcare provider to clarify and authenticate the medical certification or recertification.

(9) Confidential Medical Information. The City's healthcare provider shall not disclose to the City any confidential medical information and shall only:

(a) Clarify the medical certification or recertification;
(b) Authenticate the medical certification or recertification; and
(c) Describe any functional limitations of the employee that may entitle him or her to leave from work for medical reasons or limit the employee's fitness to perform his or her present employment, provided that no statement of medical cause is included in the information disclosed.

(10) Notice of FMLA Qualifying Leave. The City shall notify the employee in advance of return if any paid or unpaid leave is requested and will run concurrently with the employee's 12-week FMLA entitlement.

(11) Concurrent / Integrated Leave. As illustrated below, FMLA leave will run concurrently with Pregnancy Disability Leave (PDL). CFRA leave will commence following the conclusion or exhaustion of PDL.



(12) Unscheduled Absences. When an unscheduled absence related to FMLA leave or CFRA leave occurs, the supervisor may not take any action against the employee if the employee, within a reasonable time after the absence, provides medical certification as described in this Section above.

(B) Pregnancy Disability Leave (PDL). As provided under California law, the City shall provide up to four months Pregnancy Disability Leave (PDL) for any full-time or part-time City female employee who is disabled due to pregnancy, childbirth, or a related medical condition (e.g. prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, recovery from childbirth, etc.) regardless of the length of time she has worked for the City. It is the medical opinion of the woman's physician or health care provider that determines whether she is disabled by pregnancy or a related medical condition. PDL may be intermittent, periodic, or on a reduced work schedule. Following PDL, an employee is entitled to an additional 12 weeks of non-concurrent CFRA leave if she meets eligibility requirements for CFRA leave (illustrated above). When an unscheduled absence related to PDL occurs, the supervisor may not take any action against the employee if she notifies the supervisor promptly.

(C) Military Leave. Any employee who is granted a military leave of absence to serve in the Armed Forces of the United States shall have his/her seniority as far as salary steps are concerned continued as if the person had remained on the City payroll. The person shall be reinstated from the military leave of absence at the same step in the salary range that s/he would have been eligible to receive had s/he not been granted the military leave of absence. Military leaves of absence will be governed by the provisions of the Military and Veterans Code of the State of California, Section 395 et seq., or any successor statute. When an unscheduled absence related to military leave occurs, the supervisor may not take any action against the employee if the employee, within 72 hours of receipt of documentation, provides documentation from the military verifying the date and time of the employee's military service. The City does not provide pay to employees for inactive duty.

(D) Jury Duty Leave. When an employee is summoned to jury duty he or she shall promptly inform his or her supervisor and, if required to serve, may be absent from

duty without loss of salary while rendering such service (including travel time). Jury fees received by an employee, if any, shall be remitted to the City, exclusive of any meal and/or travel reimbursements. When an absence related to jury duty leave occurs, the supervisor may not take any action against the employee if the employee notifies the supervisor promptly following the employee's knowledge of the jury service and provides the supervisor with documentation from the court verifying the date and time of the employee's jury service.

(E) Court Leave. When an employee is subpoenaed or summoned to appear before any court, arbitrator, or tribunal, the employee shall promptly inform his or her supervisor and may be absent from duty without loss of salary while so appearing (including travel time), except when the employee is a plaintiff against the City or testifying on behalf of a claimant against the City based on knowledge of, or activities that occurred, outside the course and scope of his/her job. Witness fees actually received by the employee, if any, shall be remitted to the City, exclusive of any meal and/or travel reimbursements. When an unscheduled absence related to court leave occurs, the supervisor may not take any action against the employee if the employee notifies the supervisor promptly following the employee's knowledge of need for leave and provides the supervisor with documentation from the court, arbitrator, tribunal, or attorney issuing the summons or subpoena verifying the date and time the employee appeared.

(F) Compulsory Leave.

(1) If the City reasonably believes an employee is medically incapable of performing the essential functions of his or her usual and customary occupation, the City may place the employee on paid compulsory leave and require the employee to undergo a fitness-for-duty medical evaluation at City expense by a physician or other qualified healthcare professional, subject to the following conditions:

(a) Time spent attending the fitness-for-duty medical examination (including travel time) shall be considered hours worked;

(b) The City's healthcare provider shall not disclose to the City any confidential medical information and shall only describe any functional limitations of the employee that may entitle him or her to leave from work for medical reasons or limit the employee's fitness to perform his or her present employment, provided that no statement of medical cause is included in the information disclosed;

(c) Neither the City nor its healthcare provider shall be permitted to require the employee sign an authorization for release of confidential medical information to the City;

(d) Neither the City nor its healthcare provider shall order the employee to undergo any particular medical treatment as a condition of continued employment;

(e) Time spent on compulsory leave shall not be considered or designated FMLA or CFRA qualifying leave for the purposes of employee's 12-week FMLA entitlement; and

(f) The employee shall have a reasonable time to review the fitness-for-duty medical report of the City's healthcare provider and shall thereafter have an opportunity to rebut or supplement it, at the employee's expense, with a second opinion report of the employee's own physician or other qualified healthcare provider.

(2) Following review of the fitness-for-duty medical reports, if the City verifies the employee is medically incapable of performing the essential functions of his or her usual and customary occupation the City may offer the employee temporary or permanent employment, if available, within the limits of the employee's medical restrictions or compel the employee to take a leave of absence until the employee's medical condition improves.

(3) Following review of the fitness-for-duty medical reports, if the City verifies the employee is medically fit for duty the employee shall be returned to work without loss of pay or benefits and made whole.

(G) Administrative Leave. The City may order an employee off work without reduction in compensation and benefits.

(H) Parental Participation in Children's School Activities.

(1) A parent or guardian of a child or children enrolled in kindergarten through grade 12, or attending a licensed day care facility, may take up to 40 hours each year off work (not to exceed 8 hours in any calendar month) to participate in the activities of the school or licensed child day care facility. The employee should provide as much advance notice as reasonably possible to the City of the planned absence. The employee must use vacation, compensatory, or holiday leave. If requested, the employee must provide documentation from the school verifying the date and time the parent participated in school activities.

(2) A parent or guardian required by the school to attend a hearing regarding the suspension or expulsion of a child will be permitted to attend the meeting. The employee must provide advance notice and may use accrued vacation, compensatory, or holiday leave.

(3) When an unscheduled absence related to parental participation in children's school activities occurs, the supervisor may not take any action against the employee if the employee, within a reasonable time after the absence, provides documentation from the school verifying the date and time the parent participated in school activities or attended the suspension or expulsion hearing.

(I) Paid Release Time. As provided under Government Code section 3505.3, the City shall allow a reasonable number of MPNSA employee representatives reasonable

time off without loss of compensation or other benefits when formally meeting and conferring with representatives of the City on all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment. The employee should provide as much advance notice as reasonably possible to the City of the planned absence. When an unscheduled absence related to paid release time occurs, the supervisor may not take any action against the employee if the employee, within a reasonable time after the absence, provides a certification of the reason for the absence.

(J) Time Bank. Article 44 provides for time bank hours to be available for association business. Advance notice provisions apply to use of these hours, however, occasionally urgent matters will arise that do not permit the advance notice. MPNSA officers or directors may collectively utilize five unscheduled absences per year that will not be counted as an unscheduled absence.

(K) Leave for Victims of Domestic Violence or Sexual Assault.

(1) California state law required that employees who are the victims of domestic violence or sexual assault be given time off to provide for the health needs, safety, or welfare of themselves or their child. This includes, but is not limited to, time off for medical treatment, psychological counseling or other domestic or sexual assault victims' services, safety planning including relocation, or legal proceedings.

(2) It is unlawful to retaliate or discriminate in any way against an employee for exercising his or her rights under these laws. California state law also requires, to the extent allowed by law, that confidentiality be maintained regarding such leave.

(3) If possible, an employee should provide reasonable notice of time off requested under this Section by submitting a request to his or her supervisor, or the Human Resources Department. When an unscheduled absence related to domestic violence or sexual assault occurs, the supervisor may not take any action against the employee if the employee, within a reasonable time after the absence, provides certification of the reason for the absence. Sufficient certification can be any of the following:

(a) A police report indicating the employee was a victim of domestic violence or sexual assault;

(b) A court order protecting or separating the employee from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that the employee appeared in court;

(c) Documentation from a medical professional, domestic violence advocate or advocate for victims of sexual assault, healthcare provider or counselor that the employee was undergoing treatment for physical

or mental injuries or abuse resulting from victimization from an act of domestic violence or sexual assault.

(4) The employee may use unpaid leave, accrued vacation, compensatory or holiday leave.

(L) Victims of Crime. If an employee, an immediate family member, domestic partner, or the employee's domestic partner's child is a victim of a violent or serious felony as defined by the Penal Code or felony theft or embezzlement, the employee may take unpaid time off from work in order to attend judicial proceedings related to that crime.

When feasible, prior to taking time off, the employee must supply a copy of the notice of each scheduled proceeding provided to the victim. When advance notice is not feasible or an unscheduled absence occurs, the employee may, within a reasonable amount of time provide documentation evidencing the judicial proceeding from any of the following entities:

(1) The court or government agency setting the hearing;

(2) The district attorney or prosecuting attorney's office, or;

(3) The victim/witness office that is advocating on behalf of the victim.

If appropriate certification is provided within a reasonable time, the absence shall not be counted as an unscheduled absence. The employee may use accrued vacation, compensatory or holiday leave.

(M) Special Leaves of Absence. A special leave of absence without pay with right to return to classification for a period of not more than one (1) year may be granted to an employee who is:

(1) Medically incapacitated (including pregnancy) to perform the duties of the position.

(a) Prior to such approval, an employee must provide written medical verification of a long-term illness or injury to the City;

(b) The City shall comply with California Government Code, Section 21153 which provides: "Notwithstanding any other provision of law, an employer may not separate because of disability a member otherwise eligible to retire for disability but shall apply for disability retirement of any member believed to be disabled, unless the member waives the right to retire for disability and elects to withdraw contributions or to permit contributions to remain in the fund with rights to service retirement as provided in Section 20731";

(c) CalPERS regulations, which provide that as soon as it is believed the member is unable to perform the job because of an illness or injury

which is expected to be permanent or last longer than six (6) months, the member or someone on the member's behalf, should submit an application for disability retirement. The medical condition does not have to be "permanent and stationary."

(2) Desires to engage in a relevant course of study which will enhance the employee's value to the City; or

(3) For any reason considered appropriate by the Department Director and the Director of Human Resources.

(4) A request for a special leave of absence without pay must be in writing and requires the approval of the Department Director and the Director of Human Resources. An employee does not have to exhaust accumulated paid leave prior to requesting a leave of absence without pay.

(5) Except as otherwise provided in Article 32, Health, Dental & Vision, when an employee is on a special leave of absence without pay with or without right to return to his or her classification, the employee shall accrue no employee benefits and shall pay the full premium of their health and welfare program prorated on a daily basis, if coverage is continued by the employee. If health and welfare coverage is dropped during a special leave of absence without pay, the employee may be subject to restrictions imposed by the insurance carrier upon return. After a leave of absence with or without right to return of six (6) months or more, a qualifying medical examination, paid by the City, shall be necessary prior to reinstatement.

ARTICLE 30. RETIREMENT

The City shall contract with the Public Employee's Retirement System to provide for the following retirement benefits:

For employees hired prior to January 17, 2012, the pension benefit shall be:

(A) The City's contract with PERS provides for two (2%) percent at age fifty-five (55) retirement benefits and 1959 Survivor Benefit Level 3.

(B) Effective September 10, 2013 employees shall increase their portion of the employee contribution from four-tenths percent (0.4%) by six and six tenths percent (6.6%) for a total of seven percent (7%) employee contribution. Such payments shall be implemented pursuant to the provisions of Internal Revenue Code 414 (h) (2) providing for pre-tax employee contributions.

(C) The period for determining average salary for retirement benefits shall be the twelve (12) highest paid consecutive months.

(D) Specific procedures and policies governing the above shall be as in the Personnel Rules and Personnel Administrative Orders.

For employees hired on or after January 17, 2012, and before January 1, 2013 the pension benefit shall be:

(A) The City's contract with PERS provides for two (2%) percent at age sixty (60) retirement benefits and 1959 Survivor Benefit Level 3.

(B) Employees shall pay seven percent (7%) employee contribution. Such payments shall be implemented pursuant to the provisions of Internal Revenue Code 414 (h) (2) providing for pre-tax employee contributions.

(C) The period for determining average salary for retirement benefits shall be the thirty six (36) highest paid consecutive months.

(D) Specific procedures and policies governing the above shall be as in the Personnel Rules and Personnel Administrative Orders.

For employees hired on or after January 1, 2013 and considered a new member of CalPERS, the pension benefit shall be:

(A) PERS provides for two (2%) percent at age sixty-two (62) retirement benefits and 1959 Survivor Benefit Level 3.

(B) Employees shall pay 50% of the total normal cost of their pension benefit. Such payments shall be implemented pursuant to the provisions of Internal Revenue Code 414 (h) (2) providing for pre-tax employee contributions.

(E) The period for determining average salary for retirement benefits shall be the thirty six (36) highest paid consecutive months.

ARTICLE 31. DEFERRED COMPENSATION

The City shall continue to provide access to a deferred compensation program authorized by the City Council for the voluntary participation of City employees. In addition, the City shall match on behalf of a participating employee in a regular position one (1%) percent of an employee's regular rate of pay on a bi-weekly basis; provided, the employee is contributing at least one (1%) percent. For such employees who have been continuously employed by the City for fifteen (15) or more years, the City shall contribute two (2%) percent; provided the employee is contributing at least two (2%) percent. This increase in the City's contribution shall be effective with the first pay period to begin in the month following completion of fifteen (15) years of service, provided that the employee has completed any required documents.

At the time of retirement, employees may defer some, or all, of their final pay and leave cash-out entitlements. The amount placed into the employee's deferred compensation account may not exceed the then maximum IRS annual deferral. Deferrals must meet all applicable IRS regulations.

Employees contemplating such deferral must contact the City's Employee Benefits Coordinator to sign the appropriate documents at least thirty (30) calendar days before the date they plan to retire.

ARTICLE 32. HEALTH, DENTAL, VISION INSURANCE

All employees in regular positions budgeted for forty (40) hours or more per pay period shall be eligible to participate in the health, dental and vision programs authorized by the City.

The City agrees to make available the health, dental and vision benefits currently provided for employees represented by MPNSA or any other program(s) mutually agreed upon by the parties.

Employees may opt out of participation in the City's medical health plans if the employee provides proof of coverage under another medical health insurance. This option may only be exercised during the City's open enrollment period or within thirty (30) days of a qualifying "life change" event as defined by the IRS. Employees who opt out of participation shall continue to participate in the City dental and vision plans. No cash payments will be made in-lieu of health coverage, but deferred compensation contributions will be provided as designated below.

For new employees, eligibility for health, dental and vision insurance benefits shall start with the beginning of the payroll period following completion of four (4) full pay periods.

The City shall contribute the following amounts bi-weekly (based on twenty-four (24) pay periods) toward the combined total premium for health, dental and vision insurance plans; the employee is responsible for the balance of the premium cost, if any.

(A) The City's total contribution towards employees with family coverage (employee plus two or more dependents) shall be $550 bi-weekly ($1,100 monthly). This amount shall increase six hundred and seven dollars ($607) by weekly ($1,214 monthly), effective January 1, 2015.

The City's contribution for employees with family coverage shall not exceed the actual premium amount for the lowest cost HMO (including dental and vision) offered by the City, regardless of the health plan selected by the employee or the contribution amounts listed above. For employees enrolled in the City-sponsored High Deductible Health Plan, the City shall deposit any balance of the above contribution not needed to pay for the employee's combined premiums into the employee's Health Savings Account. Only in the event that an employee does not qualify for enrollment into a Health Savings Account, the City shall deposit any balance of the above contribution not needed to pay for the employee's combined premium into the employee's deferred compensation account.

(B) The City's total contribution towards employees with one dependent coverage shall be $550.00 bi-weekly ($1,100.00 monthly). This amount shall change to four hundred twenty nine ($429) bi-weekly ($858 monthly), effective January 1, 2015.

The City's contribution for employees with one dependent coverage shall not exceed the actual premium amount for the lowest cost HMO (including dental and vision) offered by the City, regardless of the health plan selected by the employee or the

contribution amounts listed above. For employees enrolled in the City-sponsored High Deductible Health Plan, the City shall deposit any balance of the above contribution not needed to pay for the employee's combined premiums into the employee's Health Savings Account. Only in the event that an employee does not qualify for enrollment into a Health Savings Account, the City shall deposit any balance of the above contribution not needed to pay for the employee's combined premium into the employee's deferred compensation account.

(C) The City's total contribution towards employees without dependent coverage shall be three hundred ten dollars and fifty cents ($310.50) bi-weekly ($621.00 monthly).

The City shall deposit to the employee's deferred compensation account any balance of the above contributions not needed to pay for the combined total premiums. For employees enrolled in the City-sponsored High Deductible Health Plan, the City shall deposit any balance of the above contribution not needed to pay for the employee's combined premiums, into the employee's Health Savings Account. Only in the event that an employee does not qualify for enrollment into a Health Savings Account, the City shall deposit any balance of the above contribution not needed to pay for the employee's combined premium into the employee's deferred compensation account.

(D) For employees who opt out of health coverage, the City shall pay $225.00 bi-weekly ($450.00 monthly). For employees who opt out of medical health coverage, the City shall deposit to the employee's deferred compensation account an amount equal to the remaining balance of the above contributions, if any, not needed to pay for the dental and vision premium.

Employees in regular positions budgeted less than eighty (80) hours per pay period or in job-shared positions, shall receive premium contributions on a pro-rated basis.

Except as otherwise required by law or this Memorandum, employees on leave without pay in excess of forty (40) hours in a pay period shall not receive a contribution from the City towards premium payment and coverage shall cease, unless the premium is paid by the employee. Employees on leave without pay who return to work shall have their health, dental, and vision insurance benefits reinstated on the first day of the pay period following the employee's return to work.

Employees receiving Workers' Compensation temporary disability payments through payroll shall continue to receive the City contribution towards health, dental and vision benefits.

The City shall continue an IRS Section 125 program for pre-tax deductions for the employee share of health, dental and vision insurance premiums for un-reimbursed health, dental and vision expenses and dependent care costs.

The City agrees to provide the benefits described in this Article subject to carrier requirements. Selection of the insurance provider(s) shall be within the sole discretion of the City.

The City's health plan year is January through December with open enrollment occurring during the month of October.

After August 1, 2015, the MPNSA may reopen this Article 32 to discuss the City's contributions towards employee healthcare costs for plan year 2016. This provision shall sunset at the expiration of this contract.

ARTICLE 33. RETIREE HEALTH INSURANCE

(A) Eligible Employees hired before January 1, 2011 who retire from the City between October 8, 2013 and December 31, 2014 :

(1) Employees may elect on a one-time basis at retirement to purchase health, dental and/or vision insurance under a City-authorized plan and are responsible for all cost. Upon the death of a retired employee enrolled in one (1) of the plans, surviving dependents actively enrolled in plan retain eligibility for participation in the plans.

(2) The City's monthly contribution towards health, dental and vision insurance for those retirees using sick leave hours accrued on or before October 7, 2013 deposited to the grandfathered sick leave conversion bank shall be frozen and not exceed the following amounts as needed to cover the cost of the premiums:
   a. Up to $1,100 for retirees with dependent coverage
   b. Up to $621 for retirees without dependent coverage

(3) If a retiree's health premium in any given month is less than the designated City contribution, the excess contribution shall be applied on behalf of the retiree to that month's premiums for dental and/or vision insurance, if the retiree elected these plans.

(4) Effective October 8, 2013, the City shall contribute to a Defined Contribution retiree medical benefit plan for each eligible employee in the form of a deposit into a Health Reimbursement Account. The City shall contribute for each eligible full time employee twenty five ($25.00) per month. For a full time employee, this equates to a maximum of three hundred dollars ($300) per year. Employees in regular positions budgeted less than eighty hours per pay period or job-shared positions, shall receive a pro-rated amount per month.

(B) Eligible Employees hired before January 1, 2011 who retire from the City on or after January 1, 2015:

The City will no longer offer retiree medical plans through the City's group plans effective January 1, 2015; however, a retiree may elect on a one-time basis at retirement the option to purchase and maintain the City's dental and vision plans at retiree's cost.

I. Retiree Medical Program

a. The City shall contribute to a City sponsored defined contribution retiree medical benefit plan a City contribution of $25 per month for full time employees. For a full time employee, this equates to a maximum of $300 per year. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions, shall receive a pro-rated amount per month.

   Beginning January 1, 2015, the defined City contribution shall increase annually through January 1, 2019, by an additional $10 per year, per employee each January. The defined City contribution shall be a maximum contribution of $75 per month by January 2019.

   Employees under this subsection shall be deemed to have satisfied any service eligibility requirements necessary to receive this benefit.

b. Employees who retire after five (5) continuous years of service in good standing may, on a one-time basis, have ninety percent (90%) of their unused grandfathered sick leave converted to a City sponsored defined contribution retiree medical benefit plan at a rate of eight (8) hours equals one month of contribution to purchase medical insurance.

II. Funding/Eligibility of Retiree Medical Program/Sick Leave Conversion

a. For each eight hours converted to retiree medical program, the recipient shall be provided a monthly contribution under one of the following schedules:

Non-Medicare Eligible Recipient		Medicare Eligible Recipient	
Retiree Only =	$500	Retiree Only =	$250
Retiree +1 Dep =	$1,000	Retiree +1 Dep =	$500
Retiree + Family=	$1,000	Retiree + Family =	$500

Combined contributions for Retirees
1 Non-Medicare + 1 Medicare coverage = $750

b. Retiree Only contribution for eligible recipients is allowable regardless of where the retiree acquires authorized and legitimate medical insurance coverage (i.e. through State Exchange, through individual insurance company, through a current employer, or through spouse employer).

c. Retiree shall not be eligible to receive a contribution for dependent, spouse, or registered domestic partner under the Retiree + 1 or Retiree + Family levels if retiree's dependent, spouse, or registered domestic partner has medical insurance through their current employer, is covered under Retiree's current employer, or if Retiree does not purchase individual insurance for dependent.

d. Upon retirement only, the City shall transfer contributions based on eligibility above into the retiree's individual account with the City sponsored Retiree Health Reimbursement Arrangement (HRA) for the individual. Employees will not be eligible for these contributions should they separate from City service prior to retirement. Contributions to eligible retirees will be made as follows:

   i. Upon Retirement – initial contributions will be made for the months from loss of coverage with City through either December 31st or June 30th, whichever date is earlier. Contributions will be deposited no later than 30 days after retirement date.

   ii. Ongoing Contribution – a semi-annual years' worth of contributions will be made on a semi-annual basis no later than Jan 31st (for months January – June) & July 31st (for months July - December) until exhaustion of sick leave conversion.

2. To receive the semi-annual contribution, the Retiree must provide the City with proof and cost of coverage by December 15th each year to receive a contribution for the following calendar year. Failure to provide proof of coverage will result in the retiree losing a City contribution for that calendar year, however, if the retiree provides proof of coverage before June 15th, the retiree will be eligible for the July contribution. This will not result, however, in a reduction to the number of months the Retiree is eligible for receiving contributions in the future in they did not receive a contribution during the year.

3. If Retiree has a status change during any calendar year that would change the monthly contribution, such as a marriage, divorce, death, birth, spouse or dependent loss of coverage, the City will reconcile the new amount the Retiree is eligible for with the following semi-annual contribution. The change in status is presumed effective the 1st of the month following the month when the retiree provided notice to the City of the change in status. For example, if the Retiree's status changes from Retiree Only to Retiree +1 on November 15, the City will provide an additional $500 along with the total semi-annual contribution for the following calendar year to compensate the Retiree for the change in status for the month of December in the previous calendar year. If the Retiree's change in status results in monies owed to the City, the City will recoup the amount owed by deducting it from the following semi-annual contribution. However, in the event of a death of the Retiree receiving a contribution for the Retiree Only level during the calendar year in which the contribution was already received, any remaining months of contribution will

be deleted for subsequent calendar years, but the City will not endeavor to seek payments already made for the months following the Retiree's death.

4. In the event of the death of Retiree participating in the contribution program, surviving qualified spouse will be eligible to receive a contribution for the following calendar year if the retiree would have been eligible to receive a contribution. If eligible, the contribution will be $500 for spouse or $1,000 for spouse and one or more child dependent and continue until the exhaustion of the deceased retiree's sick leave bank, upon the death of the surviving spouse, upon the spouse and/or dependents coverage for other insurance through an employer, or upon voluntarily election to not continue with the contribution program.

(C) Eligible Employees hired on or after January 1, 2011:

(1) For employees hired on or after January 1, 2011, the City shall contribute to a Defined Contribution retiree medical benefit plan for each eligible employee in the form of a deposit into a Health Reimbursement Arrangement (HRA) account, as described below:

(a) Eligibility: Regular full time employees and employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions are eligible to receive a City HRA contribution, if they have completed two (2) full years of continuous City regular service. If an employee separates employment before meeting the eligibility requirement, the employee shall receive no benefit.

(b) City Contribution:

(1) Initial Contribution: On the first pay period following completion of two (2) full years of continuous City service, regular full time employees shall receive a lump sum contribution of $2,400 deposited into an HRA account established in their name. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions, shall receive a pro-rated lump sum contribution based on their hours worked.

(2) Regular City Contribution: After the initial contribution (defined above) is made, the City shall contribute for each eligible full time employee up to a maximum of one hundred dollars ($100.00) per month. For a full time employee, this equates to a maximum of $1,200 per year after the initial eligibility period is met. Employees hired on or after January 1, 2011 and subject to this defined contribution plan shall not be eligible for any sick leave conversion towards retiree medical premiums of any sort. The City's contribution

under this section represents the entire contribution towards employee retiree medical.

(D) Access to Account Balance:

(1) Participants may access the balance in their HRA account upon termination of employment and attainment of age 50 or retirement from CalPERS Retirement System, whichever is earlier.

(2) Participants may defer accessing the account balance to any time beyond the earliest date described in (a).

(3) Amounts that remain in the account balance are available to reimburse the participant for the same permitted medical expenses for the spouse and any other dependent covered under the retiree medical plan subject to the limitations and maximums as stipulated by law, however, federal regulations at this time do not permit the inclusion of expenses for domestic partners. Should future federal regulations allow for the inclusion of domestic partners, they shall be added as eligible to this section.

(E) Survivors of eligible retirees with account balances:

(1) Spouses and eligible dependent children or dependent adults that are disabled may continue to access account balances after the death of the retiree subject to the limitations and maximums as stipulated by law.

(2) Domestic partners are not permitted access to the account balances of the participant at this time by virtue of restrictions in the federal regulations that govern these types of accounts. Should future federal regulations allow for the inclusion of domestic partners, they shall be added as eligible to Section (1), above.

(F) Forfeiture of account balance:

(1) If an active employee dies prior to retirement, the amount of account balance is available to eligible spouses and dependents to reimburse them for medical expenses permitted under the applicable section of the Internal Revenue code.

(2) Account balances in part or in total for active participants or retirees without any eligible spouse or dependent or unused account balances after the death of the last eligible spouse or dependent will be forfeited and returned to all other active and retired participants in the form of a dividend allocated in direct proportion to the amount to be distributed divided by the total account balance for all participants applied to each individual account balance.

(G) This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.

ARTICLE 34. EMPLOYEE ASSISTANCE PLAN

(A) City shall provide employees and dependents professional assistance with financial, marital, psychological, family, alcohol or drug-related problems. The assistance shall consist of assessment, counseling and referral services up to a maximum of three (3) visits each per year for employees and dependents.

(B) Any Police Community Service Officer, Police Identification Technician or Police Animal Control Officer shall receive group crisis debriefing and for those involved in a critical incident, one-on-one critical incident debriefing at the City's expense with the contracted Police professional.

(C) The City shall provide counseling/psychotherapy to Police Community Service Officers and Police Identification Technicians. Free counseling will also be provided to their dependents up to a maximum of three (3) sessions. The services provided do not include medical prescription or specialized services such as inpatient substance abuse treatment. Employees who are disabled or unable to work their regularly assigned duties are not eligible for these services. These services shall be provided only by the City's contracted provider for sworn staff and subject to the contract provider agreeing to provide such services.

ARTICLE 35. LONG-TERM DISABILITY INSURANCE

The City shall provide, at City expense, all employees with long-term disability (LTD) insurance. The purpose is to provide employees with an LTD benefit while the employee is totally disabled equal to sixty-six and two thirds (66 2/3%) percent of the first nine thousand ($9,000) per month in earnings, reduced by any income received from other sources. The plan provides for a sixty (60) day waiting period, but if the disability lasts longer than ninety (90) days; the disability payments will be retroactive to the 31st day. The existing LTD program includes a Managed Disability contract. Essentially, this contract provides that LTD benefit dollars will be offset by any workers' compensation income, mandates rehabilitation and changes the definition of disability to a loss of at least twenty (20%) percent of income.

ARTICLE 36. LIFE INSURANCE

The City shall provide at City expense all employees with term life insurance coverage in the amount of twenty thousand ($20,000). Employees shall have the option to buy additional coverage at their own expense.

ARTICLE 37. PROBATION

All original and promotional appointments to positions in the classified service shall be tentative and subject to a probationary period of one (1) year from the date of appointment to the position. The purpose of the probationary period is to train, observe and evaluate the employee on conduct, performance, attitude, adaptability and job knowledge.

(A) Initial Probation: The initial probationary period is one (1) year from the date of appointment. If an employee has a leave of absence, either paid or unpaid of greater than 400 hours (10 weeks) the probationary period may be extended by the length of the leave. Probation may also be extended for the time period during which any employee is not performing the essential functions on the job as a result of being placed on modified duty or absence while on medical leave, which are in excess of a cumulative total of eighty (80) hours. All hours in excess of eighty (80) hours will extend probation on an hour for hour basis.

(B) Promotional Probation: The probationary period of a promoted employee is one (1) year from the date of promotion, If an employee has a leave of absence, either paid or unpaid of greater than 460 hours (11.5 weeks) the probationary period may be extended by the length of the leave. Probation may also be extended for the time period during which any employee is not performing the essential functions on the job as a result of being placed on modified duty or absence while on medical leave, which are in excess of a cumulative total of eighty (80) hours. All hours in excess of eighty (80) hours will extend probation on an hour for hour basis.

(C) An employee released during, or at the conclusion of, probation following a promotion, shall be reinstated to the position previously held, at the former salary step, except if the reasons for release are cause for dismissal.

During the probationary period an employee may be released at any time without right of appeal. Written notice of release shall be furnished the probationer.

ARTICLE 38. LAYOFF AND DEMOTION PROCEDURES UPON REDUCTION IN FORCE

When it becomes necessary through lack of work, lack of funds or for other reasons to reduce the number of employees, the City shall first layoff all Police Cadets prior to any other layoffs. If additional layoffs are necessary, the City shall then prepare a layoff list by classification within a department. Within each job class, employees shall be laid off in the following order: temporary, provisional, probationary, regular. The order of layoff shall then be based on the City's needs, with particular regard for classification seniority and performance evaluation reports. Classification Seniority is defined as the length of continuous service in the current classification including higher classifications in the current department including periods of authorized leaves of absence, which require a retirement contribution, and including all periods as a full-time CETA and PEP employee. In the event of a break in service, classification seniority shall restart upon rehire. In the event of a tie in classification seniority, determination of seniority will be based first upon total exam score as used for placement onto the City's position eligibility list during recruitment. If a tie still exists, determination will then be based upon total City service, and finality upon a review of evaluation ratings until the tie is broken.

(A) Transfer, Demotion, Layoff

(1) Whenever there is a reduction in work force, the City shall first transfer the employee to a vacancy in the same classification in the same department. If no such vacancy exists, the employee may voluntarily transfer to a vacancy in the

department in a classification the employee previously held. If no such vacancy exists, the employee may elect to demote to a vacancy, if any, in the next lower class for which the employee who is scheduled for layoff meets the minimum employment standards provided no other employee has greater rights to that vacancy by virtue of having formerly held the classification or greater overall seniority. All persons so demoted shall have their names placed on the department classification reinstatement eligible list.

(2) If there are no vacant positions in the same or a lower class available in the department, the City shall allow bumping from a higher to a lower classification within a department. An employee may bump into the next lowest class in the employees current class series if the employee has greater overall seniority as provided in paragraph (A). An employee may bump down to a classification s/he previously held within the same department.

(3) If there are no vacant positions or bumping possibilities, the City shall layoff employees within a department and classification. All persons laid off shall have their names placed on the department classification reinstatement eligible list for a period of two (2) years. Departments will be encouraged to consider employees on a reinstatement list for vacancies, City-wide, for their specific classification.

(B) An employee scheduled for demotion or layoff shall be given a minimum of fourteen (14)-calendar days' notice in writing. The notice shall state the effective date and time of demotion or layoff.

(C) Names shall be placed on department classification reinstatement eligible lists in the inverse order of layoff and seniority as defined in the introductory paragraph for this Article. Vacant positions within a classification shall first be offered to those on the reinstatement list who meet the minimum employment standards for the vacant position. The eligibility of individuals on the reinstatement list shall be for a period of two (2) years from the date of demotion or layoff. Eligible individuals not responding to written notification of an opening within fourteen (14) calendar days shall forfeit their consideration for reinstatement to that opening.

(D) A reinstated employee shall be entitled to the following benefits:

(1) Prior sick leave accrual (unless sick leave was cashed-out in accordance with the applicable rules).

(2) Seniority at time of layoff or demotion for purposes of determining merit increases, vacation accruals and future reductions in the work force.

(3) A salary as nearly as possible equivalent to the salary range and step that which the employee was receiving immediately prior to layoff or demotion. If the employee chooses to be reinstated in a class at a lower salary range than that held previously, the salary will be either equivalent to the salary immediately prior to layoff or demotion or as close to the equivalent as the new salary range allows.

(E) A person appointed from a reinstatement eligible list within six (6) months to the same classification held prior to layoff or demotion, will obtain regular status upon reinstatement, provided that they had completed probation in that class prior to layoff or demotion. All other persons appointed from a reinstatement list shall serve a new probationary period.

(F) Employees laid off shall be paid for all accrued vacation, holidays and overtime. Accrued sick leave shall either be paid as provided for by the applicable rules, or may remain on the books in event of reinstatement. If reinstatement does not occur within two (2) years, sick leave shall be paid in accordance with the applicable rules at the employee's hourly rate of pay at the time of layoff.

ARTICLE 39. GRIEVANCE PROCEDURE

(A) Purpose: It is the purpose of this procedure to provide a simplified and definite method for employees represented by MPNSA to resolve grievances they may have in their employment relationships with the City. The overall policy of this procedure is to provide for the resolution of grievances at the lowest level within the employment hierarchy of the City as is possible without unnecessarily disrupting City functions or services. The use of this procedure in resolving grievances shall not be held against any employee in any manner since the adoption of this procedure gives each employee the right to use it.

(B) Definition of Grievance: A grievance is a disagreement between City management and an employee, group of employees or MPNSA concerning the interpretation, application or violation of a specific Article(s) of this Memorandum or established written rule(s) or regulation(s) or custom(s) governing personnel practices.

(C) Association Grievance: An Association grievance is a grievance as defined above which the Association files on its own behalf or on behalf of two (2) or more represented employees. An Association grievance shall be filed with the appropriate Department Director at the Third Step if all affected members are assigned within the same department. All other Association grievances shall be filed with the Director of Human Resources and shall be considered there as a Third Step grievance.

(D) Time Limitations and Notification: Time limits are established to settle a grievance quickly. Time limits may be modified only by agreement of the parties. If at any step of this Grievance Procedure, the grievant is dissatisfied with the decision rendered or a decision has not been filed in a timely manner, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the matter shall be considered resolved. If an employee and/or his or her representative fails to respond within ninety (90) calendar days of notification of any step in the grievance process, the grievance will be dismissed.

A formal grievance may be entertained or advanced to any step if the parties jointly so agree.

For purposes of this procedure, notification to a party may be given personally, telephonically or by mail. When notice is mailed to an employee, it shall be sent to the employee's current address of record. Notice by mail shall be deemed to have been completed on the seventh (7th) calendar day following deposit of notice with the United States Postal Service.

(E) Jurisdiction: The Director of Human Resources shall have the sole authority within the City to provide the official management interpretation or application to any and all provisions of this Memorandum. The Director of Human Resources, or designee, may represent the department during any step of this procedure. Unit employees may use this procedure, regardless of membership in any employee organization. The decision to use this procedure and any step thereof is solely that of the employee. In using this procedure, however, any employee may choose to be represented by another, including the representative of an employee organization.

(F) Use of City Time: Reasonable City time, subject to the discretion of the Department Director, may be used in the preparation of a written or oral grievance. City time may be used for the procedure set forth below.

(G) Steps in the Grievance Procedure: No complaint shall be considered a grievance unless it is presented within twenty (20) calendar days after the employee is aware or should have been aware of the conditions precipitating the grievance. Under normal circumstances, no grievance will be processed if the events in the grievance are based on events ninety (90) calendar days or more old as of the written submission. The time limitations of a timely filed grievance shall be placed on hold for any issue which is subject to the grievance procedure when either the City or the Association submits the issue to a Labor-Management Committee in an attempt to resolve the issue by meeting and conferring in good faith. Should the matter not be resolved, the time limits shall be reinstated.

(1) First Step: Any employee or group of employees having a grievance shall first discuss the grievance on a personal face-to-face basis with grievant's immediate supervisor, except as noted in section (C) above. This step shall not require a written grievance but it shall require the employee to notify his/her supervisor that the employee is initiating the grievance procedure. Within ten (10) calendar days the immediate supervisor shall render a decision. If the grievant is not satisfied with the decision, the grievant may submit the grievance to the next step not later than ten (10) calendar days thereafter.

(2) Second Step: If a mutually acceptable solution has not been reached at the First Step, the grievant shall submit the grievance in writing to the supervisor of the employee's immediate supervisor, who may be the Department Director. If the Department Director is the immediate supervisor or the reviewing supervisor at either the First Step or Second Step, the grievance must meet the requirements of the First and Second Steps, but shall be

considered to be at the Third Step. The written grievance shall provide a detailed statement of the grievance, including dates, names and places, applicable Memorandum Article(s) or personnel practices and the specific remedy requested. Within ten (10) calendar days the reviewing supervisor shall meet with the grievant and within ten (10) calendar days thereafter render a decision. If the grievant is not satisfied with the decision, the grievant may submit the grievance to the next step not later than ten (10) calendar days thereafter.

When a written grievance is submitted at the Second Step, the reviewing supervisor shall, upon receipt, forward a copy of the grievance to the Director of Human Resources for review. Should the reviewing supervisor fail to forward a copy of the grievance to the Director of Human Resources, the grievant shall not be prejudiced. If the Director of Human Resources makes a determination that the grievance is a matter for which this Grievance Procedure is not appropriate, the grievant and the supervisor shall be notified in writing within ten (10) calendar days.

(3) Third Step: If a mutually acceptable solution has not been reached, the grievant shall submit the written grievance to the Department Director. The Department Director, or designee, shall personally meet with the grievant as soon as is practicable, but not later than fourteen (14) calendar days from the presentation of the written grievance, to discuss the grievance and shall render a written decision to the grievant within fourteen (14) calendar days of such meeting. The Department Director and the grievant may call any witnesses at such meeting in order to reach a decision. Any meeting may be continued by the Department Director if necessary to allow for a proper investigation. If the grievant is not satisfied with the written decision, the grievant or MPNSA may submit the grievance to the next step not later than thirty (30) calendar days thereafter.

(4) Fourth Step: If a mutually acceptable solution has not been reached, MPNSA or the grievant may submit the written grievance to the Director of Human Resources with a request that the grievance be submitted to a hearing officer or the City Manager.

If the grievance is submitted to a hearing officer, the City shall request a list of five (5) names from the State Mediation and Conciliation Service. Upon receipt of the list, the parties shall select a hearing officer by using an alternate striking process. The first strike shall be chosen by lot. The cost of the hearing shall be shared equally by the City and MPNSA or the City and the grievant, depending on the party initiating the Fourth Step.

The decision of the hearing officer shall be advisory to the City Manager. The City Manager shall either render a decision to MPNSA in writing within twenty (20) calendar days after receiving the hearing officer's recommendations or conduct an independent hearing. Should an independent hearing be conducted, MPNSA shall be notified in writing of the decision within ten (10)

calendar days following the completion of the hearing. The decision of the City Manager shall be final and binding on all parties.

ARTICLE 40. DISCIPLINARY ACTIONS

(A) The following shall constitute just cause for disciplinary action, including dismissal, demotion, suspension and disciplinary probation.

(1) Violation of the City Charter
(2) Violation of the Modesto Municipal Code
(3) Violation of the Personnel Rules or Personnel Administrative Orders, excluding Personnel Administrative Order No. 13.8-03-2 (Unauthorized Absence)
(4) Fraud in securing employment
(5) Incompetency
(6) Inefficiency
(7) Inexcusable neglect of duty
(8) Insubordination
(9) Dishonesty
(10) Being under the influence of alcohol or controlled substances while on duty
(11) Inexcusable absence without leave, except as described in Personnel Administrative Order No. 13.8-03-2 (Unauthorized Absence)
(12) Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section
(13) Discourteous treatment of the public or other employees
(14) Misuse of City property
(15) Violation of any established departmental rule, regulation, policy and/or manual
(16) Other failure of good behavior either during or outside of duty hours, which is of such a nature that it causes discredit to the City
(17) Unlawful discrimination, including harassment, on the basis of race, color, national origin, ancestry, sex, marital status, religion, age, medical condition (cancer related), physical disability (including AIDS) or sexual orientation.
(18) Substantial or credible threats of violence against any person including, but not limited to intimidation, harassment and/or coercion made in the course of employment

(B) The City may demote an employee whose ability to perform required duties falls below an acceptable standard, or for disciplinary purposes. Upon request of an employee, and approval by the City, demotion may be made to a vacant position as a substitution for layoff.

(C) The City may suspend an employee without pay at any time for just cause. Suspension without pay shall not exceed ninety (90) calendar days in any fiscal year.

(D) The City may dismiss an employee at any time. A regular employee in the classified service shall be entitled to a written statement of the just cause for dismissal.

(E) The City may place an employee on disciplinary probation for a specified period, not to exceed one (1) year. Disciplinary probation returns a non-probationary employee to probationary status. Employees placed on disciplinary probation may be dismissed at any time during the probationary period for failure to meet any requirement established as a condition of the probation. Disciplinary probation may only be imposed by delivery of written notice to the employee, pursuant to the Modesto Municipal Code, stating that the employee has been placed on disciplinary probation and stating the reasons for such action.

(F) The Department head may authorize an employee for overtime, standby or call-back during the time when he/she is on disciplinary probation but not while the employee is serving a disciplinary suspension without pay.

(G) An employee shall be given reasonable notice when he/she is scheduled to be interviewed as the subject in an investigation in accordance with the provisions of law. This will include information as to the nature of the allegation, Articles of this Memorandum or other policies and procedures that are believed to have been violated, and the date(s) of the alleged events, if known.

(H) An employee may request an Association member or MPNSA legal representative if the employee believes an investigatory interview could result in discipline as defined in subsection (A).

(I) While written reprimands are not considered discipline, per se, an employee shall have the right to request a review of the Memorandum and the facts included therein first by the supervisor's supervisor and up the chain of command, ending with the Department Director.

ARTICLE 41. DISCIPLINARY APPEALS

(A) Employees shall have the right to appeal any dismissal, suspension, disciplinary probation or demotion for disciplinary reasons. Said right of appeal shall not apply to reclassifications, layoffs, demotions as a substitute for layoffs, changes in status for medical reasons, changes in status due to the employee's loss of a required license or certificate, step reductions or denial of a step increase, or any other actions taken for non-disciplinary reasons. For changes in status for medical reasons, and for step reductions, appeal shall be provided for through the process in Article 39, Grievance Procedure.

(B) An appeal must be filed in writing with the Director of Human Resources within thirty (30) days following written notice to the employee of the discipline.

(C) Upon filing of an appeal, the City shall request a list of seven (7) hearing officers from the State Mediation and Conciliation Service. The City and employee shall alternately strike names from the list until only one (1) name remains and the remaining name shall be that of the Hearing Officer. The parties shall toss a coin to determine who will strike first. As an alternative, the parties may stipulate to the use of any person as a Hearing Officer, whether identified on the list or not.

(D) The Hearing Officer shall proceed in any manner which will, in the Hearing Officer's judgment, develop all the facts bearing upon the matter, and no informality on the Officer's part shall constitute just cause for criticism of findings and decisions. Upon completion of the hearing, the Hearing Officer shall furnish certified copies of findings and decisions to the persons concerned. The decision of the Hearing Officer shall be final and binding.

(E) The person selected as the Hearing Officer shall set a date for the start of the hearing after consultation with the parties. Failure of the employee to appear at a hearing (except for good cause) shall be deemed withdrawal of the appeal and the discipline being appealed shall stand and be final.

(F) Oral evidence at the hearing shall be taken only on oath or affirmation.

(G) Each party shall have these rights at the hearing: To be represented by Counsel; to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him or her to testify; to subpoena witnesses and relevant documentary evidence and to rebut the evidence against him or her. Further, at the hearing the employee may be examined and may examine or cause any person to be examined under Section 776 of the Evidence Code.

(H) The hearing need not be conducted according to technical rules relating to evidence and witnesses, except as hereinafter provided. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege as set forth in the Evidence Code shall apply. Irrelevant and unduly repetitious evidence shall be excluded.

Evidence of specific instances of a complainants' sexual conduct with individuals other than the alleged perpetrator is presumed inadmissible absent an offer of proof establishing its relevance and reliability and that its probative value is not substantially outweighed by the probability that its admission will create substantial danger of undue prejudice or confuse the issue. For purpose of this paragraph, "complainant" means any person claiming to have been subjected to conduct, which constitutes sexual harassment, sexual assault or sexual battery.

(I) Either party may request a court reporter. The City shall select a competent court reporter to record the proceedings.

(J) If either party requests it, the Hearing Officer may exclude from the hearing room any witness not at the time under examination so that the witness may not hear the testimony of other witnesses, but a party to the proceedings may not be so excluded.

Parties to the proceedings shall include the appellant and a management employee from appellant's department to be selected by the City, both of whom may attend the hearing even though they testify as witnesses. In addition, each side may designate other representatives to attend the hearing provided these representatives do not testify at the hearing.

(K) The Hearing Officer shall, after the matter is submitted, prepare and file findings and decisions. The decisions of the Hearing Officer shall be final and binding. The decisions shall be rendered as quickly as possible with due regard for the hardships that may result from undue delay.

(L) The cost of the Hearing Officer and court reporter shall be divided equally between the City and the employee. The Hearing Officer and court reporter shall separately bill the City and the appellant for one-half (1/2) of the cost of his/her services.

ARTICLE 42. TIME BANK

An Association Time Bank (ATB) has been established for the purpose of allowing MPNSA members to request paid time off for Association business, including participation in Association sponsored training and conferences and workshops. Any request of ATB time shall require the approval of the President prior to submission.

ATB request shall follow the same policy for approval as vacation time. ATB time requests shall be approved unless staffing is required on an overtime basis in order for the request to be approved. The Chief of Police reserves the right to approve ATB requests which incur overtime costs. ATB time shall not supersede previously approved vacation requests of other Police personnel.

During the first full pay period that begins in August of each year, each employee covered by this MOU shall contribute an equal amount of hours, or a portion thereof as determined by the Association President, up to two and one-half (2.5) hours of vacation leave to the Association Time Bank. This time, if not utilized by the Association within the year it is contributed, shall not be returned to the contributing members, nor shall this time be subject to cash out, but rolled over to the next year's ATB. This time shall become property of MPNSA and shall be banked. At no time shall the bank exceed five hundred (500) hours.

The Association shall hold the City and its officers and employees harmless for transferring the vacation time from employees covered by this MOU as provided for in this section.

ARTICLE 43. COMMUTER BUS PASSES

The City will make available free commuter bus passes for use by employees in commuting to and from work including the local Law Enforcement Academy site.

ARTICLE 44. EMPLOYEE PARKING

Upon request, employees whose work site is at Tenth Street Place shall be assigned, by the City, to free parking (non-transferable), during their workdays, at the Ninth Street Garage, the Tenth Street Garage and/or at other designated parking locations within a three-block (3) radius of Tenth Street Place. Failure to utilize this right may, after notification to the employee, result in the deactivation of their proximity card garage access or revocation of the parking pass issued to the employee.

ARTICLE 45. OUTSIDE EMPLOYMENT

(A) All employees represented by MPNSA shall request the approval of the City prior to beginning any outside business or employment. Such business or employment shall not affect the time or quality of their City work or cast discredit upon or create embarrassment for the City.

(B) Specific policies and procedures governing outside employment shall be as contained in the Personnel Rules and Personnel Administrative Orders.

ARTICLE 46. CITY'S EEO PLAN

(A) The City and MPNSA agree that the provisions of this Memorandum shall be applied without favor or discrimination based on race, color, ancestry, religion or creed, sex, national origin, marital status, age (over 40), physical or mental disability or perceived disability, medical condition, pregnancy-related condition, sexual orientation, gender identity, gender expression or political affiliation or on any other basis prohibited by applicable Federal and State law. They agree to recognize, respect and support the City's commitment to nondiscrimination in employment as set forth in the City's Equal Employment Opportunity Plan. MPNSA agrees to encourage its members to assist in the implementation of that program.

(B) MPNSA agrees to and acknowledges its responsibility to fairly represent all employees in the bargaining unit without regard to race, color, ancestry, religion or creed, sex, national origin, marital status, age, physical or mental disability or perceived disability, medical condition, pregnancy-related condition, sexual orientation, gender identity, gender expression, political affiliation, job classification or employment status.

(C) Because the Americans with Disabilities Act (ADA) requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Memorandum may require modification in order for the City to avoid discrimination under the Act.

(D) MPNSA recognizes that the City has the legal obligation to meet with the individual applicant/employee to be accommodated before any adjustment is made in working conditions. MPNSA will be allowed to meet and consult with the City concerning the proposed accommodations prior to implementation by the City.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance procedure.

ARTICLE 47. AGENCY SHOP AND MAINTENANCE OF ASSOCIATION MEMBERSHIP

(A) Scope of Coverage: Pursuant to Government Code Section 3502.5, MPNSA caused an "agency shop" arrangement to be placed into effect by a secret ballot election that concluded on February 20, 2007. With the establishment of the agency shop arrangement, all employees in the represented classifications must, as a condition of employment, either join the Association or pay the Association a service fee.

(B) Responsibilities: MPNSA agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in the bargaining unit, which have elected by a secret ballot in accordance with the law to apply this agency shop agreement regardless of whether or not they are members of MPNSA.

(C) Employee Responsibilities: All employees in, and all employees subsequently hired, promoted, demoted or transferred into classifications in the bargaining unit shall as a condition of employment fulfill one of the following:

(1) Become and remain a member of MPNSA; or

(2) Pay to MPNSA, a fair share fee in an amount which does not exceed the amount which may be lawfully collected under applicable constitutional, statutory and case law, and which under no circumstances shall exceed the monthly dues, initiation fees and approved assessments made during the term of this agreement; or

(3) Do both of the following:

(a) Execute a written declaration to MPNSA, with a copy to the Payroll Division of the Finance Department, that the employee is a member of a bona-fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and

(b) Pay a sum equal to the dues, initiation fees and approved assessments to a nonreligious, non-labor, charitable fund exempt from taxation under the Internal Revenue Service Code Section 501(c) (3), chosen by the employee from the following charities:

(1) United Way
(2) To be determined
(3) To be determined

The employee shall have, on a monthly basis, a payroll deduction of Union Dues, fair share fees or charitable contribution based upon the current dues, assessments and

fees scheduled authorized by MPNSA.

All regular full-time employees who are members of MPNSA on the effective date of this MOU shall maintain such membership in good standing during the term of the MOU; subject, however, to the right to resign from membership during the thirty (30) days prior to the expiration of the MOU. Any employee choosing to resign shall do so in writing to both MPNSA and the City.

All regular full-time employees hired after the effective date of this MOU, and who choose to become members of MPNSA, shall maintain such membership in good standing during the remaining term of this MOU.

(D) The City's Responsibilities: All dues, fees, assessments and fair share fees shall be remitted to MPNSA, in a timely manner, normally within fifteen (15) days from the date that such monies are withheld from the employee's payroll. The employer shall also provide to MPNSA a monthly report of those employees that have selected option C.3 above. Such report shall include the name of the employee, the amount deducted and the name of the organization to which such funds have been remitted.

(E) Separation from Unit: The provisions of this MOU shall not apply during such period that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term "separation" includes transfer, promotion, demotion, or reclassification out of one of the covered units, or lay-off.

(F) Compliance: The City has agreed to provide all new represented employees on the date of their initial employment, an information packet explaining the agency shop arrangement, association membership, agency fee payer, religious conscientious objector and the agency fee appeals procedure. The City agrees to continue providing the packet to all new represented employees during the term of this MOU. The packet and all enclosed information shall be provided to the City by MPNSA and shall be produced at the sole expense of MPNSA.

(G) Forfeiture of Deductions: If an employee is on leave without pay for any reason for 40 or more hours in a pay period, no such deduction shall be made for that period.

(H) Hold Harmless: In accordance with Government Code 3502.5 (b), MPNSA, agrees to hold the City harmless from all claims, demands, suits or other forms of liability that may arise against the City for or on account of any deduction made from the wages of such employees pursuant to this MOU.

(I) Reporting Requirements: MPNSA shall comply with all applicable provisions of Government Code 3502.5 (f) with regards to financial reporting.

Employees who fail to provide MPNSA with a correct mailing address or who fail to notify MPNSA, of changes in their mailing address and who because of such failure do not receive any notice required by law shall be entitled to such notice only upon contacting MPNSA to request such notice.

(J) Duration: Notwithstanding the expiration of any agreement between the City and MPNSA, this agreement shall continue in effect until rescinded as permitted by Law.

ARTICLE 48. PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal and State laws and regulations and the current provisions of the City Charter and Code. If any part or provision of this Memorandum is in conflict or inconsistent with such applicable provisions of those Federal, State or City enactments or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum shall not be affected. If any part or provision of this Memorandum is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or superseded part or provision with the understanding that total compensation to employees under this Memorandum shall not be reduced or increased as a result of this Article.

Except as provided in the above paragraph, the parties hereto agree to refrain from initiating any legal action or taking individual or collective action that would invalidate Articles of this Memorandum.

ARTICLE 49. JOB ACTIONS

MPNSA agrees and acknowledges that strikes, sick-ins, slow-downs or other forms of work stoppage or disturbances are detrimental to the responsibility of MPNSA and its members to insure that high quality service is provided to the people of the City of Modesto. MPNSA and its members agree not to sanction, support, condone, or engage in any such actions directly or indirectly during the term of this Memorandum.

ARTICLE 50. FULL UNDERSTANDING MODIFICATION AND WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, that the understandings arrived at after the exercise of that right are set forth in this Agreement. The express provisions of this Agreement for its duration, therefore, constitute the complete and total contract between the City and MPNSA with respect to wages, hours and other terms and conditions of employment. Any prior or existing Agreement between the parties, whether formal or informal, regarding any such matters is hereby superseded and terminated in its entirety. The parties voluntarily waive the right to meet and confer in good faith with respect to any subject or matter referred to or covered in this Agreement, except that the parties, by mutual agreement, may meet and confer and agree to amend any matter in this Agreement, including compensation.

If the City should absorb another entity which results in employees of the other entity being covered by this MOU, the City and MPNSA shall expeditiously meet and confer regarding the

effect of such action on wages, hours and other terms and conditions of employment of such new employees.

All pertinent ordinances and resolutions shall be revised to conform to this Agreement. All other ordinances, resolutions, rules and regulations, practices and policies shall continue in force and effect during the term of this Agreement unless modified either according to the provisions of this Agreement or following the exercise by both parties of their respective rights and obligations to meet and confer or meet and consult regarding matters specified in Government Code Sections 3500 et. seq.

ARTICLE 51. APPROVAL

This MOU shall be presented to the Modesto City Council for approval and shall not be binding until so approved.

FOR THE
CITY OF MODESTO

James Holgersson
City Manager

Joseph Lopez,
Administrative Services Director

Kim Bukhari
Employee Relations Coordinator

Burke Dunphy
Chief Negotiator

FOR MODESTO POLICE & FIRE
NON-SWORN ASSOCIATION

Art Miller
MPNSA President

Charlene Aragon
MPNSA Negotiator

Craig Mossman
MPNSA Negotiator

Sharon Bear
MPNSA Negotiator

Bethany Moberly
MPNSA Negotiator

Aaron Donato
Labor Representative, Mastagni Law

EXHIBIT 1 CLASSIFICATIONS AND SALARY RANGES

Class Range Table, Effective Upon Ratification

Range	Title
1108	Police Clerk I
1110	Police Evidence and Property Technician I
1112	Police Clerk II
1114	Police Evidence and Property Technician II
1115	Police Animal Control Officer I
	Police Community Services Officer I
1118	Fire Prevention Inspector I
1119	Police Animal Control Officer II
	Police Community Services Officer II
1121	Police Crime and Intelligence Analyst I
1122	Fire Prevention Inspector II
	Police Officer Recruit
	Police Technician
1123	Police Identification Technician I
1125	Police Crime and Intelligence Analyst II
1126	Senior Fire Prevention Inspector
1127	Police Identification Technician II

Class Range Table, Effective July 1, 2015

Range	Title
1103	Police Cadet
1108	Police Clerk I
1112	Police Clerk II
	Police Evidence and Property Technician I
1115	Police Animal Control Officer I
	Police Community Services Officer I
1116	Police Evidence and Property Technician II
1119	Police Animal Control Officer II
	Police Community Services Officer II
1120	Fire Prevention Inspector I
1122	Law Enforcement Academy Recruit
	Police Officer Recruit
	Police Technician
1123	Police Crime and Intelligence Analyst I
	Police Identification Technician I

1124	Fire Prevention Inspector II
1127	Police Crime and Intelligence Analyst II
	Police Identification Technician II
1128	Senior Fire Prevention Inspector

Class Range Table, Effective February 23, 2016

Range	Title
1103	Police Cadet
1108	Police Clerk I
1112	Police Clerk II
1113	Police Evidence and Property Technician I
1115	Police Animal Control Officer I
	Police Community Services Officer I
1117	Police Evidence and Property Technician II
1119	Police Animal Control Officer II
	Police Community Services Officer II
1122	Fire Prevention Inspector I
	Law Enforcement Academy Recruit
	Police Officer Recruit
	Police Technician
1123	Police Identification Technician I
1125	Police Crime and Intelligence Analyst I
1126	Fire Prevention Inspector II
1127	Police Identification Technician II
1129	Police Crime and Intelligence Analyst II
1130	Senior Fire Prevention Inspector

CITY OF MODESTO

EXHIBIT 2

SCHEDULE OF SALARY RANGES IN CITY SERVICE

EFFECTIVE JULY 1, 2014

SCHEDULE J
Public Safety Non-Sworn (MPNSA)

	HOURLY						BIWEEKLY						MONTHLY				
Range	A	B	C	D	E		A	B	C	D	E		A	B	C	D	E
01101	12.5545	13.1822	13.8413	14.5334	15.2601		1,004.36	1,054.58	1,107.30	1,162.67	1,220.81		2,184.48	2,293.71	2,408.38	2,528.81	2,655.26
01102	12.8684	13.5118	14.1874	14.8968	15.6416		1,029.47	1,080.94	1,134.99	1,191.74	1,251.33		2,239.10	2,351.04	2,468.60	2,592.03	2,721.64
01103	13.1901	13.8496	14.5421	15.2692	16.0327		1,055.21	1,107.97	1,163.37	1,221.54	1,282.62		2,295.08	2,409.83	2,530.33	2,656.85	2,789.70
01104	13.5199	14.1959	14.9057	15.6510	16.4336		1,081.59	1,135.67	1,192.46	1,252.08	1,314.69		2,352.46	2,470.08	2,593.60	2,723.27	2,859.45
01105	13.8579	14.5508	15.2783	16.0422	16.8443		1,108.63	1,164.06	1,222.26	1,283.38	1,347.54		2,411.27	2,531.83	2,658.42	2,791.35	2,930.90
01106	14.2043	14.9145	15.6602	16.4432	17.2654		1,136.34	1,193.16	1,252.82	1,315.46	1,381.23		2,471.54	2,595.12	2,724.88	2,861.13	3,004.18
01107	14.5594	15.2874	16.0518	16.8544	17.6971		1,164.75	1,222.99	1,284.14	1,348.35	1,415.77		2,533.33	2,660.00	2,793.00	2,932.66	3,079.30
01108	14.9234	15.6696	16.4531	17.2758	18.1396		1,193.87	1,253.57	1,316.25	1,382.06	1,451.17		2,596.67	2,726.51	2,862.84	3,005.98	3,156.29
01109	15.2965	16.0613	16.8644	17.7076	18.5930		1,223.72	1,284.90	1,349.15	1,416.61	1,487.44		2,661.59	2,794.66	2,934.40	3,081.13	3,235.18
01110	15.6789	16.4628	17.2859	18.1502	19.0577		1,254.31	1,317.02	1,382.87	1,452.02	1,524.62		2,728.12	2,864.52	3,007.74	3,158.14	3,316.05
01111	16.0709	16.8744	17.7181	18.6040	19.5342		1,285.67	1,349.95	1,417.45	1,488.32	1,562.74		2,796.33	2,936.14	3,082.95	3,237.10	3,398.96
01112	16.4727	17.2963	18.1611	19.0692	20.0227		1,317.82	1,383.70	1,452.89	1,525.54	1,601.82		2,866.26	3,009.55	3,160.04	3,318.05	3,483.96
01113	16.8845	17.7287	18.6151	19.5459	20.5232		1,350.76	1,418.30	1,489.21	1,563.67	1,641.86		2,937.90	3,084.80	3,239.03	3,400.98	3,571.05
01114	17.3066	18.1719	19.0805	20.0345	21.0362		1,384.53	1,453.75	1,526.44	1,602.76	1,682.90		3,011.35	3,161.91	3,320.01	3,486.00	3,660.31
01115	17.7393	18.6263	19.5576	20.5355	21.5623		1,419.14	1,490.10	1,564.61	1,642.84	1,724.98		3,086.63	3,240.97	3,403.03	3,573.18	3,751.83
01116	18.1828	19.0919	20.0465	21.0488	22.1012		1,454.62	1,527.35	1,603.72	1,683.90	1,768.10		3,163.80	3,321.99	3,488.09	3,662.48	3,845.62
01117	18.6374	19.5693	20.5478	21.5752	22.6540		1,490.99	1,565.54	1,643.82	1,726.02	1,812.32		3,242.90	3,405.05	3,575.31	3,754.09	3,941.80
01118	19.1033	20.0585	21.0614	22.1145	23.2202		1,528.26	1,604.68	1,684.91	1,769.16	1,857.62		3,323.97	3,490.18	3,664.68	3,847.92	4,040.32
01119	19.5809	20.5599	21.5879	22.6673	23.8007		1,566.47	1,644.79	1,727.03	1,813.38	1,904.06		3,407.07	3,577.42	3,756.29	3,944.10	4,141.33
01120	20.0704	21.0739	22.1276	23.2340	24.3957		1,605.63	1,685.91	1,770.21	1,858.72	1,951.66		3,492.25	3,666.85	3,850.21	4,042.72	4,244.86
01121	20.5722	21.6008	22.6808	23.8148	25.0055		1,645.78	1,728.06	1,814.46	1,905.18	2,000.44		3,579.57	3,758.53	3,946.45	4,143.77	4,350.96
01122	21.0865	22.1408	23.2478	24.4102	25.6307		1,686.92	1,771.26	1,859.82	1,952.82	2,050.46		3,669.05	3,852.49	4,045.11	4,247.38	4,459.75
01123	21.6137	22.6944	23.8291	25.0206	26.2716		1,729.10	1,815.55	1,906.33	2,001.65	2,101.73		3,760.79	3,948.82	4,146.27	4,353.59	4,571.26
01124	22.1540	23.2617	24.4248	25.6460	26.9283		1,772.32	1,860.94	1,953.98	2,051.68	2,154.26		3,854.80	4,047.54	4,249.91	4,462.40	4,685.52

EXHIBIT 2

CITY OF MODESTO

SCHEDULE OF SALARY RANGES IN CITY SERVICE

EFFECTIVE JULY 1, 2014

SCHEDULE J
Public Safety Non-Sworn (MPNSA)

	HOURLY					BIWEEKLY					MONTHLY				
Range	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
01125	22.7079	23.8433	25.0355	26.2873	27.6017	1,816.63	1,907.46	2,002.84	2,102.98	2,208.14	3,951.17	4,148.73	4,356.18	4,573.98	4,802.70
01126	23.2756	24.4394	25.6614	26.9445	28.2917	1,862.05	1,955.15	2,052.91	2,155.56	2,263.34	4,049.96	4,252.45	4,465.08	4,688.34	4,922.76
01127	23.8575	25.0504	26.3029	27.6180	28.9989	1,908.60	2,004.03	2,104.23	2,209.44	2,319.91	4,151.21	4,358.77	4,576.70	4,805.53	5,045.80
01128	24.4539	25.6766	26.9604	28.3084	29.7238	1,956.31	2,054.13	2,156.83	2,264.67	2,377.90	4,254.97	4,467.73	4,691.11	4,925.66	5,171.93
01129	25.0652	26.3185	27.6344	29.0161	30.4669	2,005.22	2,105.48	2,210.75	2,321.29	2,437.35	4,361.35	4,579.42	4,808.38	5,048.81	5,301.24
01130	25.6918	26.9764	28.3252	29.7415	31.2286	2,055.34	2,158.11	2,266.02	2,379.32	2,498.29	4,470.36	4,693.89	4,928.59	5,175.02	5,433.78
01131	26.3341	27.6508	29.0333	30.4850	32.0093	2,106.73	2,212.06	2,322.66	2,438.80	2,560.74	4,582.14	4,811.23	5,051.79	5,304.39	5,569.61
01132	26.9925	28.3421	29.7592	31.2472	32.8096	2,159.40	2,267.37	2,380.74	2,499.78	2,624.77	4,696.70	4,931.53	5,178.11	5,437.02	5,708.87
01133	27.6673	29.0507	30.5032	32.0284	33.6298	2,213.38	2,324.06	2,440.26	2,562.27	2,690.38	4,814.10	5,054.83	5,307.57	5,572.94	5,851.58
01134	28.3590	29.7770	31.2659	32.8292	34.4707	2,268.72	2,382.16	2,501.27	2,626.34	2,757.66	4,934.47	5,181.20	5,440.26	5,712.29	5,997.91
01135	29.0680	30.5214	32.0475	33.6499	35.3324	2,325.44	2,441.71	2,563.80	2,691.99	2,826.59	5,057.83	5,310.72	5,576.27	5,855.08	6,147.83
01136	29.7947	31.2844	32.8486	34.4910	36.2156	2,383.58	2,502.75	2,627.89	2,759.28	2,897.25	5,184.29	5,443.48	5,715.66	6,001.43	6,301.52
01137	30.5396	32.0666	33.6699	35.3534	37.1211	2,443.17	2,565.33	2,693.59	2,828.27	2,969.69	5,313.89	5,579.59	5,858.56	6,151.49	6,459.08
01138	31.3031	32.8683	34.5117	36.2373	38.0492	2,504.25	2,629.46	2,760.94	2,898.98	3,043.94	5,446.74	5,719.08	6,005.04	6,305.28	6,620.57
01139	32.0857	33.6900	35.3745	37.1432	39.0004	2,566.86	2,695.20	2,829.96	2,971.46	3,120.03	5,582.92	5,862.06	6,155.16	6,462.93	6,786.07
01140	32.8878	34.5322	36.2588	38.0717	39.9753	2,631.02	2,762.58	2,900.70	3,045.74	3,198.02	5,722.47	6,008.61	6,309.02	6,624.48	6,955.69
01141	33.7100	35.3955	37.1653	39.0236	40.9748	2,696.80	2,831.64	2,973.22	3,121.89	3,277.98	5,865.54	6,158.82	6,466.75	6,790.11	7,129.61
01142	34.5528	36.2804	38.0944	39.9991	41.9991	2,764.22	2,902.43	3,047.55	3,199.93	3,359.93	6,012.18	6,312.79	6,628.42	6,959.85	7,307.85
01143	35.4166	37.1874	39.0468	40.9991	43.0491	2,833.33	2,974.99	3,123.74	3,279.93	3,443.93	6,162.49	6,470.60	6,794.13	7,133.85	7,490.55
01144	36.3020	38.1171	40.0230	42.0242	44.1254	2,904.16	3,049.37	3,201.84	3,361.94	3,530.03	6,316.55	6,632.38	6,964.00	7,312.22	7,677.82
01145	37.2096	39.0701	41.0236	43.0748	45.2285	2,976.77	3,125.61	3,281.89	3,445.98	3,618.28	6,474.47	6,798.20	7,138.11	7,495.01	7,869.76
01146	38.1398	40.0468	42.0491	44.1516	46.3592	3,051.18	3,203.74	3,363.93	3,532.13	3,708.74	6,636.32	6,968.13	7,316.55	7,682.38	8,066.51
01147	39.0933	41.0480	43.1004	45.2554	47.5182	3,127.46	3,283.84	3,448.03	3,620.43	3,801.46	6,802.23	7,142.35	7,499.47	7,874.44	8,268.18
01148	40.0706	42.0741	44.1778	46.3867	48.7060	3,205.65	3,365.93	3,534.22	3,710.94	3,896.48	6,972.29	7,320.90	7,686.93	8,071.29	8,474.84
01149	41.0724	43.1260	45.2823	47.5464	49.9237	3,285.79	3,450.08	3,622.58	3,803.71	3,993.90	7,146.59	7,503.92	7,879.11	8,273.07	8,686.73
01150	42.0992	44.2042	46.4144	48.7351	51.1719	3,367.94	3,536.34	3,713.15	3,898.81	4,093.75	7,325.27	7,691.54	8,076.10	8,479.91	8,903.91

EXHIBIT 3

CITY OF MODESTO

SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY2014-15

EFFECTIVE DECEMBER 2, 2014

SCHEDULE J
Public Safety Non-Sworn (MPNSA)

	HOURLY					BIWEEKLY					MONTHLY				
Range	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
01101	13.01	13.66	14.34	15.06	15.81	1,040.80	1,092.80	1,147.20	1,204.80	1,264.80	2,263.74	2,376.84	2,495.16	2,620.44	2,750.94
01102	13.34	14.01	14.71	15.45	16.22	1,067.20	1,120.80	1,176.80	1,236.00	1,297.60	2,321.16	2,437.74	2,559.54	2,688.30	2,822.28
01103	13.67	14.35	15.07	15.82	16.61	1,093.60	1,148.00	1,205.60	1,265.60	1,328.80	2,378.58	2,496.90	2,622.18	2,752.68	2,890.14
01104	14.01	14.71	15.45	16.22	17.03	1,120.80	1,176.80	1,236.00	1,297.60	1,362.40	2,437.74	2,559.54	2,688.30	2,822.28	2,963.22
01105	14.36	15.08	15.83	16.62	17.45	1,148.80	1,206.40	1,266.40	1,329.60	1,396.00	2,498.64	2,623.92	2,754.42	2,891.88	3,036.30
01106	14.72	15.46	16.23	17.04	17.89	1,177.60	1,236.80	1,298.40	1,363.20	1,431.20	2,561.28	2,690.04	2,824.02	2,964.96	3,112.86
01107	15.09	15.84	16.63	17.46	18.33	1,207.20	1,267.20	1,330.40	1,396.80	1,466.40	2,625.66	2,756.16	2,893.62	3,038.04	3,189.42
01108	15.47	16.24	17.05	17.90	18.80	1,237.60	1,299.20	1,364.00	1,432.00	1,504.00	2,691.78	2,825.76	2,966.70	3,114.60	3,271.20
01109	15.86	16.65	17.48	18.35	19.27	1,268.80	1,332.00	1,398.40	1,468.00	1,541.60	2,759.64	2,897.10	3,041.52	3,192.90	3,352.98
01110	16.26	17.07	17.92	18.82	19.76	1,300.80	1,365.60	1,433.60	1,505.60	1,580.80	2,829.24	2,970.18	3,118.08	3,274.68	3,438.24
01111	16.67	17.50	18.38	19.30	20.27	1,333.60	1,400.00	1,470.40	1,544.00	1,621.60	2,900.58	3,045.00	3,198.12	3,358.20	3,526.98
01112	17.09	17.94	18.84	19.78	20.77	1,367.20	1,435.20	1,507.20	1,582.40	1,661.60	2,973.66	3,121.56	3,278.16	3,441.72	3,613.98
01113	17.52	18.40	19.32	20.29	21.30	1,401.60	1,472.00	1,545.60	1,623.20	1,704.00	3,048.48	3,201.60	3,361.68	3,530.46	3,706.20
01114	17.96	18.86	19.80	20.79	21.83	1,436.80	1,508.80	1,584.00	1,663.20	1,746.40	3,125.04	3,281.64	3,445.20	3,617.46	3,798.42
01115	18.41	19.33	20.30	21.32	22.39	1,472.80	1,546.40	1,624.00	1,705.60	1,791.20	3,203.34	3,363.42	3,532.20	3,709.68	3,895.86
01116	18.87	19.81	20.80	21.84	22.93	1,509.60	1,584.80	1,664.00	1,747.20	1,834.40	3,283.38	3,446.94	3,619.20	3,800.16	3,989.82
01117	19.34	20.31	21.33	22.40	23.52	1,547.20	1,624.80	1,706.40	1,792.00	1,881.60	3,365.16	3,533.94	3,711.42	3,897.60	4,092.48
01118	19.82	20.81	21.85	22.94	24.09	1,585.60	1,664.80	1,748.00	1,835.20	1,927.20	3,448.68	3,620.94	3,801.90	3,991.56	4,191.66
01119	20.32	21.34	22.41	23.53	24.71	1,625.60	1,707.20	1,792.80	1,882.40	1,976.80	3,535.68	3,713.16	3,899.34	4,094.22	4,299.54
01120	20.83	21.87	22.96	24.11	25.32	1,666.40	1,749.60	1,836.80	1,928.80	2,025.60	3,624.42	3,805.38	3,995.04	4,195.14	4,405.68
01121	21.35	22.42	23.54	24.72	25.96	1,708.00	1,793.60	1,883.20	1,977.60	2,076.80	3,714.90	3,901.08	4,095.96	4,301.28	4,517.04
01122	21.88	22.97	24.12	25.33	26.60	1,750.40	1,837.60	1,929.60	2,026.40	2,128.00	3,807.12	3,996.78	4,196.88	4,407.42	4,628.40
01123	22.43	23.55	24.73	25.97	27.27	1,794.40	1,884.00	1,978.40	2,077.60	2,181.60	3,902.82	4,097.70	4,303.02	4,518.78	4,744.98
01124	22.99	24.14	25.35	26.62	27.95	1,839.20	1,931.20	2,028.00	2,129.60	2,236.00	4,000.26	4,200.36	4,410.90	4,631.88	4,863.30

EXHIBIT 3

CITY OF MODESTO

SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY2014-15

EFFECTIVE DECEMBER 2, 2014

SCHEDULE J
Public Safety Non-Sworn (MPNSA)

	HOURLY					BIWEEKLY					MONTHLY				
Range	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
01125	23.56	24.74	25.98	27.28	28.64	1,884.80	1,979.20	2,078.40	2,182.40	2,291.20	4,099.44	4,304.76	4,520.52	4,746.72	4,983.36
01126	24.15	25.36	26.63	27.96	29.36	1,932.00	2,028.80	2,130.40	2,236.80	2,348.80	4,202.10	4,412.64	4,633.62	4,865.04	5,108.64
01127	24.75	25.99	27.29	28.65	30.08	1,980.00	2,079.20	2,183.20	2,292.00	2,406.40	4,306.50	4,522.26	4,748.46	4,985.10	5,233.92
01128	25.37	26.64	27.97	29.37	30.84	2,029.60	2,131.20	2,237.60	2,349.60	2,467.20	4,414.38	4,635.36	4,866.78	5,110.38	5,366.16
01129	26.00	27.30	28.67	30.10	31.61	2,080.00	2,184.00	2,293.60	2,408.00	2,528.80	4,524.00	4,750.20	4,988.58	5,237.40	5,500.14
01130	26.65	27.98	29.38	30.85	32.39	2,132.00	2,238.40	2,350.40	2,468.00	2,591.20	4,637.10	4,868.52	5,112.12	5,367.90	5,635.86
01131	27.32	28.69	30.12	31.63	33.21	2,185.60	2,295.20	2,409.60	2,530.40	2,656.80	4,753.68	4,992.06	5,240.88	5,503.62	5,778.54
01132	28.00	29.40	30.87	32.41	34.03	2,240.00	2,352.00	2,469.60	2,592.80	2,722.40	4,872.00	5,115.60	5,371.38	5,639.34	5,921.22
01133	28.70	30.14	31.65	33.23	34.89	2,296.00	2,411.20	2,532.00	2,658.40	2,791.20	4,993.80	5,244.36	5,507.10	5,782.02	6,070.86
01134	29.42	30.89	32.43	34.05	35.75	2,353.60	2,471.20	2,594.40	2,724.00	2,860.00	5,119.08	5,374.86	5,642.82	5,924.70	6,220.50
01135	30.16	31.67	33.25	34.91	36.66	2,412.80	2,533.60	2,660.00	2,792.80	2,932.80	5,247.84	5,510.58	5,785.50	6,074.34	6,378.84
01136	30.91	32.46	34.08	35.78	37.57	2,472.80	2,596.80	2,726.40	2,862.40	3,005.60	5,378.34	5,648.04	5,929.92	6,225.72	6,537.18
01137	31.68	33.26	34.92	36.67	38.50	2,534.40	2,660.80	2,793.60	2,933.60	3,080.00	5,512.32	5,787.24	6,076.08	6,380.58	6,699.00
01138	32.47	34.09	35.79	37.58	39.46	2,597.60	2,727.20	2,863.20	3,006.40	3,156.80	5,649.78	5,931.66	6,227.46	6,538.92	6,866.04
01139	33.28	34.94	36.69	38.52	40.45	2,662.40	2,795.20	2,935.20	3,081.60	3,236.00	5,790.72	6,079.56	6,384.06	6,702.48	7,038.30
01140	34.11	35.82	37.61	39.49	41.46	2,728.80	2,865.60	3,008.80	3,159.20	3,316.80	5,935.14	6,232.68	6,544.14	6,871.26	7,214.04
01141	34.96	36.71	38.55	40.48	42.50	2,796.80	2,936.80	3,084.00	3,238.40	3,400.00	6,083.04	6,387.54	6,707.70	7,043.52	7,395.00
01142	35.83	37.62	39.50	41.48	43.55	2,866.40	3,009.60	3,160.00	3,318.40	3,484.00	6,234.42	6,545.88	6,873.00	7,217.52	7,577.70
01143	36.73	38.57	40.50	42.53	44.66	2,938.40	3,085.60	3,240.00	3,402.40	3,572.80	6,391.02	6,711.18	7,047.00	7,400.22	7,770.84
01144	37.65	39.53	41.51	43.59	45.77	3,012.00	3,162.40	3,320.80	3,487.20	3,661.60	6,551.10	6,878.22	7,222.74	7,584.66	7,963.98
01145	38.59	40.52	42.55	44.68	46.91	3,087.20	3,241.60	3,404.00	3,574.40	3,752.80	6,714.66	7,050.48	7,403.70	7,774.32	8,162.34
01146	39.55	41.53	43.61	45.79	48.08	3,164.00	3,322.40	3,488.80	3,663.20	3,846.40	6,881.70	7,226.22	7,588.14	7,967.46	8,365.92
01147	40.54	42.57	44.70	46.94	49.29	3,243.20	3,405.60	3,576.00	3,755.20	3,943.20	7,053.96	7,407.18	7,777.80	8,167.56	8,576.46
01148	41.55	43.63	45.81	48.10	50.51	3,324.00	3,490.40	3,664.80	3,848.00	4,040.80	7,229.70	7,591.62	7,970.94	8,369.40	8,788.74
01149	42.59	44.72	46.96	49.31	51.78	3,407.20	3,577.60	3,756.80	3,944.80	4,142.40	7,410.66	7,781.28	8,171.04	8,579.94	9,009.72
01150	43.65	45.83	48.12	50.53	53.06	3,492.00	3,666.40	3,849.60	4,042.40	4,244.80	7,595.10	7,974.42	8,372.88	8,792.22	9,232.44

EXHIBIT 4

CITY OF MODESTO

SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY2015-16

EFFECTIVE FEBRUARY 23, 2016

SCHEDULE J
Public Safety Non-Sworn (MPNSA)

	HOURLY					BIWEEKLY					MONTHLY				
Range	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
01101	13.14	13.80	14.49	15.21	15.97	1,051.20	1,104.00	1,159.20	1,216.80	1,277.60	2,286.36	2,401.20	2,521.26	2,646.54	2,778.78
01102	13.47	14.14	14.85	15.59	16.37	1,077.60	1,131.20	1,188.00	1,247.20	1,309.60	2,343.78	2,460.36	2,583.90	2,712.66	2,848.38
01103	13.81	14.50	15.23	15.99	16.79	1,104.80	1,160.00	1,218.40	1,279.20	1,343.20	2,402.94	2,523.00	2,650.02	2,782.26	2,921.46
01104	14.16	14.87	15.61	16.39	17.21	1,132.80	1,189.60	1,248.80	1,311.20	1,376.80	2,463.84	2,587.38	2,716.14	2,851.86	2,994.54
01105	14.51	15.24	16.00	16.80	17.64	1,160.80	1,219.20	1,280.00	1,344.00	1,411.20	2,524.74	2,651.76	2,784.00	2,923.20	3,069.36
01106	14.87	15.61	16.39	17.21	18.07	1,189.60	1,248.80	1,311.20	1,376.80	1,445.60	2,587.38	2,716.14	2,851.86	2,994.54	3,144.18
01107	15.24	16.00	16.80	17.64	18.52	1,219.20	1,280.00	1,344.00	1,411.20	1,481.60	2,651.76	2,784.00	2,923.20	3,069.36	3,222.48
01108	15.62	16.40	17.22	18.08	18.98	1,249.60	1,312.00	1,377.60	1,446.40	1,518.40	2,717.88	2,853.60	2,996.28	3,145.92	3,302.52
01109	16.01	16.81	17.65	18.53	19.46	1,280.80	1,344.80	1,412.00	1,482.40	1,556.80	2,785.74	2,924.94	3,071.10	3,224.22	3,386.04
01110	16.41	17.23	18.09	18.99	19.94	1,312.80	1,378.40	1,447.20	1,519.20	1,595.20	2,855.34	2,998.02	3,147.66	3,304.26	3,469.56
01111	16.82	17.66	18.54	19.47	20.44	1,345.60	1,412.80	1,483.20	1,557.60	1,635.20	2,926.68	3,072.84	3,225.96	3,387.78	3,556.56
01112	17.24	18.10	19.01	19.96	20.96	1,379.20	1,448.00	1,520.80	1,596.80	1,676.80	2,999.76	3,149.40	3,307.74	3,473.04	3,647.04
01113	17.67	18.55	19.48	20.45	21.47	1,413.60	1,484.00	1,558.40	1,636.00	1,717.60	3,074.58	3,227.70	3,389.52	3,558.30	3,735.78
01114	18.11	19.02	19.97	20.97	22.02	1,448.80	1,521.60	1,597.60	1,677.60	1,761.60	3,151.14	3,309.48	3,474.78	3,648.78	3,831.48
01115	18.56	19.49	20.46	21.48	22.55	1,484.80	1,559.20	1,636.80	1,718.40	1,804.00	3,229.44	3,391.26	3,560.04	3,737.52	3,923.70
01116	19.02	19.97	20.97	22.02	23.12	1,521.60	1,597.60	1,677.60	1,761.60	1,849.60	3,309.48	3,474.78	3,648.78	3,831.48	4,022.88
01117	19.50	20.48	21.50	22.58	23.71	1,560.00	1,638.40	1,720.00	1,806.40	1,896.80	3,393.00	3,563.52	3,741.00	3,928.92	4,125.54
01118	19.99	20.99	22.04	23.14	24.30	1,599.20	1,679.20	1,763.20	1,851.20	1,944.00	3,478.26	3,652.26	3,834.96	4,026.36	4,228.20
01119	20.49	21.51	22.59	23.72	24.91	1,639.20	1,720.80	1,807.20	1,897.60	1,992.80	3,565.26	3,742.74	3,930.66	4,127.28	4,334.34
01120	21.00	22.05	23.15	24.31	25.53	1,680.00	1,764.00	1,852.00	1,944.80	2,042.40	3,654.00	3,836.70	4,028.10	4,229.94	4,442.22
01121	21.53	22.61	23.74	24.93	26.18	1,722.40	1,808.80	1,899.20	1,994.40	2,094.40	3,746.22	3,934.14	4,130.76	4,337.82	4,555.32
01122	22.07	23.17	24.33	25.55	26.83	1,765.60	1,853.60	1,946.40	2,044.00	2,146.40	3,840.18	4,031.58	4,233.42	4,445.70	4,668.42
01123	22.62	23.75	24.94	26.19	27.50	1,809.60	1,900.00	1,995.20	2,095.20	2,200.00	3,935.88	4,132.50	4,339.56	4,557.06	4,785.00
01124	23.19	24.35	25.57	26.85	28.19	1,855.20	1,948.00	2,045.60	2,148.00	2,255.20	4,035.06	4,236.90	4,449.18	4,671.90	4,905.06

CITY OF MODESTO

EXHIBIT 4

SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY15-16

EFFECTIVE FEBRUARY 23, 2016

SCHEDULE J
Public Safety Non-Sworn (MPNSA)

	HOURLY					BIWEEKLY					MONTHLY				
Range	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
01125	23.77	24.96	26.21	27.52	28.90	1,901.60	1,996.80	2,096.80	2,201.60	2,312.00	4,135.98	4,343.04	4,560.54	4,788.48	5,028.60
01126	24.36	25.58	26.86	28.20	29.61	1,948.80	2,046.40	2,148.80	2,256.00	2,368.80	4,238.64	4,450.92	4,673.64	4,906.80	5,152.14
01127	24.97	26.22	27.53	28.91	30.36	1,997.60	2,097.60	2,202.40	2,312.80	2,428.80	4,344.78	4,562.28	4,790.22	5,030.34	5,282.64
01128	25.59	26.87	28.21	29.62	31.10	2,047.20	2,149.60	2,256.80	2,369.60	2,488.00	4,452.66	4,675.38	4,908.54	5,153.88	5,411.40
01129	26.23	27.54	28.92	30.37	31.89	2,098.40	2,203.20	2,313.60	2,429.60	2,551.20	4,564.02	4,791.96	5,032.08	5,284.38	5,548.86
01130	26.89	28.23	29.64	31.12	32.68	2,151.20	2,258.40	2,371.20	2,489.60	2,614.40	4,678.86	4,912.02	5,157.36	5,414.88	5,686.32
01131	27.56	28.94	30.39	31.91	33.51	2,204.80	2,315.20	2,431.20	2,552.80	2,680.80	4,795.44	5,035.56	5,287.86	5,552.34	5,830.74
01132	28.25	29.66	31.14	32.70	34.34	2,260.00	2,372.80	2,491.20	2,616.00	2,747.20	4,915.50	5,160.84	5,418.36	5,689.80	5,975.16
01133	28.96	30.41	31.93	33.53	35.21	2,316.80	2,432.80	2,554.40	2,682.40	2,816.80	5,039.04	5,291.34	5,555.82	5,834.22	6,126.54
01134	29.68	31.16	32.72	34.36	36.08	2,374.40	2,492.80	2,617.60	2,748.80	2,886.40	5,164.32	5,421.84	5,693.28	5,978.64	6,277.92
01135	30.42	31.94	33.54	35.22	36.98	2,433.60	2,555.20	2,683.20	2,817.60	2,958.40	5,293.08	5,557.56	5,835.96	6,128.28	6,434.52
01136	31.18	32.74	34.38	36.10	37.91	2,494.40	2,619.20	2,750.40	2,888.00	3,032.80	5,425.32	5,696.76	5,982.12	6,281.40	6,596.34
01137	31.96	33.56	35.24	37.00	38.85	2,556.80	2,684.80	2,819.20	2,960.00	3,108.00	5,561.04	5,839.44	6,131.76	6,438.00	6,759.90
01138	32.76	34.40	36.12	37.93	39.83	2,620.80	2,752.00	2,889.60	3,034.40	3,186.40	5,700.24	5,985.60	6,284.88	6,599.82	6,930.42
01139	33.58	35.26	37.02	38.87	40.81	2,686.40	2,820.80	2,961.60	3,109.60	3,264.80	5,842.92	6,135.24	6,441.48	6,763.38	7,100.94
01140	34.42	36.14	37.95	39.85	41.84	2,753.60	2,891.20	3,036.00	3,188.00	3,347.20	5,989.08	6,288.36	6,603.30	6,933.90	7,280.16
01141	35.28	37.04	38.89	40.83	42.87	2,822.40	2,963.20	3,111.20	3,266.40	3,429.60	6,138.72	6,444.96	6,766.86	7,104.42	7,459.38
01142	36.16	37.97	39.87	41.86	43.95	2,892.80	3,037.60	3,189.60	3,348.80	3,516.00	6,291.84	6,606.78	6,937.38	7,283.64	7,647.30
01143	37.06	38.91	40.86	42.90	45.05	2,964.80	3,112.80	3,268.80	3,432.00	3,604.00	6,448.44	6,770.34	7,109.64	7,464.60	7,838.70
01144	37.99	39.89	41.88	43.97	46.17	3,039.20	3,191.20	3,350.40	3,517.60	3,693.60	6,610.26	6,940.86	7,287.12	7,650.78	8,033.58
01145	38.94	40.89	42.93	45.08	47.33	3,115.20	3,271.20	3,434.40	3,606.40	3,786.40	6,775.56	7,114.86	7,469.82	7,843.92	8,235.42
01146	39.91	41.91	44.01	46.21	48.52	3,192.80	3,352.80	3,520.80	3,696.80	3,881.60	6,944.34	7,292.34	7,657.74	8,040.54	8,442.48
01147	40.91	42.96	45.11	47.37	49.74	3,272.80	3,436.80	3,608.80	3,789.60	3,979.20	7,118.34	7,475.04	7,849.14	8,242.38	8,654.76
01148	41.93	44.03	46.23	48.54	50.97	3,354.40	3,522.40	3,698.40	3,883.20	4,077.60	7,295.82	7,661.22	8,044.02	8,445.96	8,868.78
01149	42.98	45.13	47.39	49.76	52.25	3,438.40	3,610.40	3,791.20	3,980.80	4,180.00	7,478.52	7,852.62	8,245.86	8,658.24	9,091.50
01150	44.05	46.25	48.56	50.99	53.54	3,524.00	3,700.00	3,884.80	4,079.20	4,283.20	7,664.70	8,047.50	8,449.44	8,872.26	9,315.96

Exhibit 3

Exhibit 5

Labor Market Increases

Title	Salary Top Step	Salary Data	% Change by Class	% Change by Class (Rounded)	1st Adjustment Effective 7/1/15	2nd Adjustment Effective 1/1/16
Fire Prevention Inspector I	$ 49,232.00		8.7%	10.0%	5.0%	5.0%
Fire Prevention Inspector II	$ 54,343.00	-23.7%	8.7%	10.0%	5.0%	5.0%
Police Crime and Intelligence Analyst I	$ 53,018.00		9.5%	10.0%	5.0%	5.0%
Police Crime and Intelligence Analyst II	$ 58,522.00	-24.5%	9.5%	10.0%	5.0%	5.0%
Police Evidence and Property Technician I	$ 40,407.00		6.4%	7.5%	5.0%	2.5%
Police Evidence and Property Technician II	$ 44,602.00	-21.4%	6.4%	7.5%	5.0%	2.5%
Senior Fire Prevention Inspector	$ 59,985.00		8.7%	10.0%	5.0%	5.0%

As set forth in Article 17, the parties agree to meet within 120 days of ratification of this agreement by MPNSA and adoption by the City Council in order to discuss changes to the approved work schedules, each of which are described below. Unless and until the parties reach an agreement, the current schedules shall remain in effect.

APPENDIX A FOUR-ELEVEN (4/11) WORK SCHEDULE

(AVAILABLE FOR CSOs ASSIGNED TO PATROL DIVISION AND ANIMAL CONTROL OFFICERS)

The 4/11 Schedule shall consist of four (4) consecutive duty days, for which the employee shall work eleven (11) hours per day, followed by four (4) days off.

Starting times for 4/11 shifts will be 0600, 0900, 1200, 1700 and 2000 hours. These starting times may be adjusted in accordance with Article 9, Standard Tour of Duty.

The 4/11 Schedule requires that employees work fifty-six (56) hours per year in addition to their regular schedule. Of these fifty-six (56) hours, thirty-six (36) hours will be scheduled as four (4) nine (9)-hour training days. Each of these four (4) days will consist of nine (9) hours, excluding lunch. The remaining twenty (20) hours are owed to the City and shall be deducted from the employee's annual holiday entitlement. See Article 25, Holidays.

Employees assigned to a 4/11 Schedule will have EITHER:

A paid lunch break of thirty (30) minutes coupled with one (1) fifteen (15) minute paid break, for a total of forty-five (45) minutes

-OR-

A paid break of fifteen (15) minutes followed by a forty-five (45) minute lunch of which thirty (30) minutes is paid.

Employees shall remain available by phone or radio, and are subject to recall at any time during their lunch break. In the event of a recall or missed lunch break, there will be no additional compensation.

Overtime shall be compensated in accordance with the Fair Labor Standards Act, 29 CFR Section 778.114 (Fluctuating Work Week Schedule).

APPENDIX B MODIFIED FOUR-TEN (4/10) WORK SCHEDULE

The Modified Four-Ten (4/10) workweek shall consist of four (4) consecutive duty days for which the employee shall work ten (10) hours per day, followed by four (4) consecutive days off.

Starting times for the Modified Four-Ten (4/10) Schedule shall be established by the department or division implementing this schedule.

The Modified Four-Ten (4/10) Schedule requires that employees work two hundred and forty (240) hours per year in addition to their regular schedule. Of this, two-hundred and forty (240) hours, thirty-two (32) hours will be scheduled as four (4) training days. Each of these four (4) days will consist of eight (8) hours, excluding lunch. One hundred and twenty (120) hours will be worked as twelve (12) ten hour "double days" each year, to be scheduled by the supervisor and worked during the employee's normal thirty-hour (30) work week. The remaining eighty-eight (88) hours are owed to the City and shall be deducted from the employee's annual holiday entitlement. See Article 25, Holidays.

An employee on a Modified Four-Ten (4/10) Schedule will receive an unpaid lunch period of not less than thirty (30) minutes and not more than sixty (60) minutes.

Overtime shall be compensated in accordance with Article 12, Overtime.

APPENDIX C NINE-EIGHTY (9/80) WORK SCHEDULE

The Nine-Eighty (9/80) Work Schedule shall consist of five (5) consecutive duty days for which the employee shall work nine (9) hours per day for four (4) days and eight (8) hours per day for one (1) day, followed by two (2) consecutive days off; followed by four (4) consecutive duty days for which the employee shall work nine (9) hours per day, followed by three (3) consecutive days off.

The employee's workweek will be changed and will no longer be 12:01 a.m. Tuesday through 12:00 a.m. (midnight) Monday. It shall be changed to midday of the employee's "extra" day off to midday of the same day the following week. The Payroll Division of Finance shall be notified of this workweek. For example:

Sunday	Monday	Tuesday	Wed	Thursday	Friday	Saturday
Off	9	9	9	9	8	Off
Off	9	9	9	9	Off	Off
Off						

The employee's workweek shall be from midday Friday to midday Friday.

An employee on a Nine-Eighty (9/80) Schedule will receive an unpaid lunch period of not less than thirty (30) minutes and not more than sixty (60) minutes.

Overtime shall be compensated in accordance with Article 12, Overtime.

APPENDIX D SIX-THREE (6/3) WORK SCHEDULE

The Six-Three (6/3) Work Schedule shall consist of six (6) consecutive duty days for which the employee shall work eight (8) hours per day for six (6) days followed by three (3) consecutive days off.

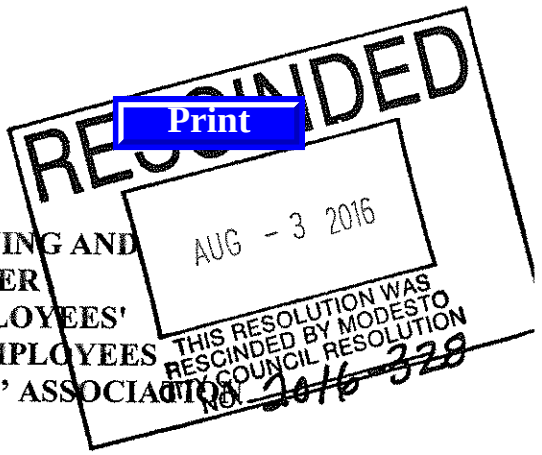
The Six-Three (6/3) schedule requires that employees work one hundred twenty-eight (128) hours per year in addition to their regular schedule. Of these one hundred twenty-eight (128) hours, forty-eight (48) hours will be scheduled as six (6) eight (8)-hour training days, excluding lunch. The remaining eighty (80) hours are owed to the City and shall be deducted from the employee's annual holiday entitlement. See Article 25, Holidays.

Employees assigned to a six-three (6/3) schedule will have a paid lunch break of thirty (30) minutes coupled with one (1) fifteen (15) minute paid break, for a total of forty-five (45) minutes.

Employees shall remain available by phone or radio, and are subject to recall at any time during their lunch break.

Overtime shall be compensated in accordance with the Fair Labor Standards Act, 29 CFR Section 778.114 (Fluctuating Workweek Schedule).

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-32



RESOLUTION AMENDING A LABOR POLICY FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS) ON BEHALF OF EMPLOYEES REPRESENTED BY THE MODESTO POLICE OFFICERS' ASSOCIATION (MPOA)

WHEREAS, by Resolution No 2012-527 adopted by the Council, the City adopted a labor policy providing for Public Employees' Retirement System (PERS) employee contributions to be paid by the City on behalf of employees and for reporting of employer-paid normal member contributions to PERS as compensation, and

WHEREAS, the governing body of the City of Modesto has the authority to implement Government Code Section 20636(c)(4) pursuant to Section 20691, and

WHEREAS, the governing body of the City of Modesto has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation, and

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Modesto of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions, and

WHEREAS, the governing body has the authority to amend all members in a group or class of employment pursuant to Government Code Section 20691.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto as follows:

Effective June 30, 2016, MPOA employees hired prior to September 11, 2012, the City of Modesto elects to pay zero percent (0%) of the normal member contributions of

nine percent (9%). No payment shall be implemented pursuant to the provisions of Section 20636 (c)(4) of the California Government Code.

BE IT FURTHER RESOLVED that this Resolution shall become effective on June 28, 2016.

BE IT FURTHER RESOLVED that effective June 28, 2016 Resolution No. 2012-527 is hereby repealed in its entirety.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 3rd day of February, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-33

Print

RESOLUTION APPOINTING BRAD WUNGLUCK TO BOARD OF BUILDING APPEALS

WHEREAS, Section 1102 of the Charter of the City of Modesto authorizes the City Council to appoint members to various Boards and Commissions, and

WHEREAS, the Appointment Committee met on January 22, 2015, and recommended the appointment of Brad Wungluck to the Board of Building Appeals,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto as follows:

SECTION 1: Brad Wunglick is hereby appointed to the Board of Building Appeals with a term expiration of January 1, 2019.

SECTION 2: The City Clerk is hereby directed to transmit a copy of this resolution to the appointed members of the Board of Building Appeals, and the Secretary thereof.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 10th day of February, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-34

RESOLUTION APPOINTING PHILIP ANSELMO TO THE DISABLED ACCESS APPEALS BOARD

WHEREAS, Section 1102 of the Charter of the City of Modesto authorizes the City Council to appoint members to various Boards and Commissions, and

WHEREAS, the Appointment Committee met on January 22, 2015, and recommended the appointment of Philip Anselmo to the Disabled Access Appeals Board,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto as follows:

SECTION 1: Philip Anselmo is hereby appointed to the Disabled Access Appeals Board with a term expiration of January 1, 2019.

SECTION 2: The City Clerk is hereby directed to transmit a copy of this resolution to the appointed members of the Disabled Access Appeals Board, and the Secretary thereof.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 10th day of February, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-35

A RESOLUTION REAPPOINTING NANCY NORTON, MEMBER-AT-LARGE, AND HAROLD AYCOCK, REPRESENTING THE MODESTO GOLF CLUB, TO THE GOLF COURSE ADVISORY COMMITTEE

WHEREAS, Section 1102 of the Charter of the City of Modesto authorize the City Council to appoint members to various Boards and Commissions, and

WHEREAS, the Appointment Committee met on January 22, 2014, and recommended the Golf Course Advisory Committee reappointment of Nancy Norton, member-at-large, and Harold Aycock, representing the Modesto Golf Club, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto as follows:

SECTION 1. Nancy Norton is hereby reappointed as a member-at-large of the Golf Course Advisory Committee, with a term expiration of January 1, 2019.

SECTION 2. Harold Aycock is hereby reappointed as a member of the Golf Course Advisory Committee representing the Modesto Golf Club, with a term expiration of January 1, 2019.

SECTION 3. The City Clerk is hereby directed to transmit a copy of this resolution to the appointed members of the Golf Course Advisory Committee, and the Secretary, thereof.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 10th day of February, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-36

RESOLUTION APPOINTING CHRIS GUPTILL TO FILL THE VACANCY ON THE TUOLUMNE RIVER REGIONAL PARK CITIZEN'S ADVISORY COMMITTEE (TRRP CAC)

WHEREAS, Section 1102 of the Charter of the City of Modesto authorizes the City Council to appoint members to various Boards and Commissions, and

WHEREAS, the Tuolumne River Regional Park Citizen's Advisory Committee (TRRP CAC), part of a JPA, has vacancies for members who reside within Modesto and are registered voters of Stanislaus County, and

WHEREAS, the Appointments Committee met on January 22, 2015, and recommended appointment of Chris Guptill, to represent Modesto City residents on the TRRP CAC.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Council of the City of Modesto as follows:

SECTION 1. Chris Guptill is hereby appointed to the TRRP CAC with a term expiration of January 1, 2019.

SECTION 2. The City Clerk is hereby directed to transmit a copy of this resolution to the appointed members of the Tuolumne River Regional Park Citizen's Advisory Committee, and the Secretary thereof.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 10th day of February, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-37

A RESOLUTION OF THE COUNCIL OF THE CITY OF MODESTO, CALIFORNIA, RECOGNIZING THE SAN JOAQUIN RIVER VALLEY AS A TRAVEL AND TOURISM DESTINATION TO PROMOTE ECONOMIC DEVELOPMENT OPPORTUNITIES FOR THE CITY OF MODESTO AND THE SAN JOAQUIN RIVER VALLEY REGION

WHEREAS, the San Joaquin River Valley is comprised of the counties of San Joaquin, Stanislaus, Merced, Madera and Fresno, and the San Joaquin River Valley project is an ongoing collaboration of the convention and visitors' bureaus from all five counties in the region; and

WHEREAS, the San Joaquin River Valley offers visitors scenic open spaces, mild climate, beautiful rivers, fishing, museums, wine tasting, hiking trails, historic destinations, and agritourism activities; and

WHEREAS, the City of Modesto is centrally located in the San Joaquin River Valley and is internationally recognized as the birthplace of George Lucas and American Graffiti, and is home to the largest winemaker in the world, Gallo Wines, while only an hour's drive from the Sierra Foothills which lead to Yosemite National Park; and

WHEREAS, the City of Modesto is geographically situated between the Tuolumne and Stanislaus Rivers which serve as tributaries to the San Joaquin River, and thereby has great opportunities for agritourism and recreational tourism; and

WHEREAS, the City of Modesto and the San Joaquin Valley continues to experience double-digit unemployment and recognize the need to diversify our local economies; and

WHEREAS, travel and tourism in California is a $110 billion industry annually, and in 2014 the San Joaquin River Valley only received $2 billion in travel and tourism revenue according to the State of California Department of Tourism; and

WHEREAS, the City of Modesto and the San Joaquin Valley stand to benefit from jobs, economic stimulus, and entrepreneurial activities by embracing and promoting regional travel and tourism as an important component of an economic development strategy; and

THEREFORE BE IT RESOLVED THAT the City of Modesto hereby recognizes the San Joaquin River Valley as a regional travel and tourism destination, and congratulates and commends the San Joaquin River Valley project for its advocacy and leadership in advancing regional tourism as an economic development and economic diversification strategy; and

THEREFORE BE IT FURTHER RESOLVED THAT the City of Modesto encourages public and private efforts to advance cooperative regional tourism development efforts among San Joaquin River Valley and Sierra Foothill governments, business groups, and their communities; and

THEREFORE BE IT FURTHER RESOLVED THAT the City of Modesto shall invest funding, as available and only after Council approval, to help promote, brand, and market the San Joaquin River Valley as a regional travel and tourism destination, including but not limited to increased public signage, staff resources, and participating as a stakeholder in collaborative marketing and promotional efforts; and

THEREFORE BE IT FURTHER RESOLVED THAT the City of Modesto invites the San Joaquin River Valley tourism project to report regularly to the Modesto City

Council on its progress and opportunities for economic growth from tourism across the San Joaquin River Valley; and

THEREFORE BE IT FURTHER RESOLVED THAT the City of Modesto directs the Mayor to send a letter to all the Mayors and City Councils, County Boards of Supervisors, School Boards, and State and Federal legislators in the San Joaquin River Valley urging them to adopt this resolution; and

THEREFORE BE IT FURTHER RESOLVED THAT the City of Modesto in directs the Mayor to send a letter to the President, Governor of California, and our State and Federal legislators in the San Joaquin River Valley urging support and funding for the further development of the San Joaquin River Valley as a regional travel and tourism destination.

The foregoing resolution was introduced in a regular meeting of the Council of the City of Modesto held on the 10th day of February, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-38

RESOLUTION AUTHORIZING THE REPAYMENT OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS EXPENDED ON 1230 12TH STREET IN THE AMOUNT OF $232,410 WITH GENERAL FUND MONIES AND AUTHORZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENTS AND RELATED DOCUMENTS

WHEREAS, on August 29, 2003, the City of Modesto received a Notice of Determination issued by the U.S. General Services Administration (GSA) of the Federal Government that indicated the former Social Security Administration Building, located at 1230 12th Street, had been identified as surplus government property (Property) and that the Department of Housing and Urban Development (HUD) found it suitable, and

WHEREAS, the first priority for use of the Property was for homeless programs or services; however, under no circumstance, was the Property to be utilized as a homeless shelter, and

WHEREAS, on October 14, 2003, by Resolution No. 2003-548, the City Council authorized staff to submit a Letter of Interest to the Department of Health and Human Services (DHHS) to obtain application instructions for surplus of the Property, and

WHEREAS, on January 6, 2004, by Resolution No. 2004-019, the City Council authorized staff to submit an application to the DHHS to acquire the Property and authorized the City Manager to execute the agreement and all subsequent documents, and

WHEREAS, on September 13, 2004, the City of Modesto received an original Quitclaim Deed from the DHHS - Division of Property Management which contained language whereby title to the Property would revert to the GSA if certain conditions were not met, and

WHEREAS, the Property had to be placed into use (i) within twelve (12) months from the date of the Quitclaim Deed, if construction or major renovation was not required, or (ii) within thirty-six (36) months if construction or major renovation was required, and

WHEREAS, in accepting the Property, the City committed to have the Property ready for occupancy within 36 months (September 13, 2007) if major renovations were needed or within 12 months (September 13, 2005) if minor repairs were needed, and

WHEREAS, substantial repairs were identified with initial repairs made to the Property between October 2004 and November 2005, and

WHEREAS, Community Development Block Grant (CDBG) entitlement funds financed $232,410 of the rehabilitation costs of the Property, and

WHEREAS, on January 28, 2005, City staff discovered the Property had been severely damaged along with health and sanitation concerns resulting in an increase in the cost of repairs, maintenance and rehabilitation, and

WHEREAS, in order to comply with the requirement that the Property be used for homeless programs or services, City staff attempted to find one or more agencies interested in occupying the Property and providing homeless services, and

WHEREAS, a Request for Interest (RFI) was released in November 2005 to determine which community agencies would be interested in partnering with the City to be part of a one-stop-shop, and

WHERAS, the RFI was unsuccessful as no providers responded, and

WHEREAS, as an anchor agency, interested in entering into a master lease for the

Property, requested further remodeling of the building to be able to provide confidential services to customers, and

WHEREAS, in September 2006, staff released a Request for Proposals (RFP) for Architectural Services, and

WHEREAS, City staff requested the architectural estimates include two options, Option #1, bring the Property up to code and Option #2, bring the Property up to code and include the additional remodeling requests from the anchor agency, and

WHEREAS, the City received one response to the RFP with an estimate of $247,739 for Option #1 and $1,116,643 for Option #2, and

WHEREAS, the anchor agency indicated it did not have enough funds to cover the additional cost of Option #2 and Option #1 would not fit its needs and therefore declined to enter into a master lease for the Property, and

WHEREAS, on May 11, 2007, the City issued a Request for Bids, based on Option #1, and

WHEREAS, on June 5, 2007, a blind bid opening was held with no bids submitted, and

WHEREAS, in June 2007, the City released a second Request for Interest for Option #2 for the lease of the Property and received responses from two interested parties, and

WHEREAS, on September 4, 2007, the City Council, per Resolution No. 2007-520, authorized staff to send a request to the DHHS asking for an 18-month extension to complete renovations and place the Property into use and authorized staff to issue an

RFQ to Master Lease the condition that if the DHHS did not approve the City's request for an extension, the City would return the property to the DHHS, and

WHEREAS, on September 7, 2007, the City submitted a letter to the DHHS requesting the extension, and

WHEREAS, on September 17, 2007, the City received a response from the DHHS acknowledging receipt of the City's request and stated it would not grant an eighteen (18) months extension and requested the City provide an update to the DHHS by no later than November 13, 2007, and

WHEREAS, the City provided the requested update to the DHHS on September 7, 2007, and

WHEREAS, on October 12, 2007, the City released the RFQ and no proposals were submitted, and

WHEREAS, on January 17, 2008, in an attempt to retain the Property, the City sent a letter to the DHHS requesting it be allowed to expand the scope of services provided at the Property, and

WHEREAS, the City also requested that if an expansion of scope of services would not be allowed, it will alternatively request that the DHHS, in conjunction with the former land-holding agency, reconsider the provision that the Property revert to the GSA, and

WHEREAS, on January 31, 2008, the City and the DHHS held a telephone conference to discuss the City's request to voluntarily revert the Property to the GSA, and

WHEREAS, on February 14, 2008, the City received a letter from DHSS acknowledging receipt of the City's January 17, 2008 letter and the January 31, 2008

letter and requested the City submit a Grantee Exit Report (Exit Report) to the DHHS to initiate the reversion process, and

WHEREAS, the City submitted the Exit Report to the DHHS on March 13, 2008, and

WHEREAS, the DHHS submitted the City's request to revert the Property and the Exit Report to the GSA and instructed the GSA to inspect the property and prepare the Deed of Reconveyance, and

WHEREAS, on February 10, 2009, a GSA representative conducted an examination and inspection of the Property to determine its condition prior to the GSA retaking possession of the Property, and

WHEREAS, on February 13, 2009, the GSA accepted the Property and ordered a Phase I Environmental Site Assessment, and

WHEREAS, in February 2009, after the GSA had accepted the Property, City staff spoke with a GSA representative to determine if some of the funds expended by the City could be recovered, and

WHEREAS, the GSA representative advised the City that based on the Quitclaim Deed requirements; the GSA would not refund any monies to the City, and

WHEREAS, on May 26, 2010, the GSA released a Notice of Available Government Property for homeless assistance, with an application deadline of September 21, 2010, and

WHEREAS, the GSA received two Letters of Interest but no applications were submitted, therefore put the property up for sale, and

WHEREAS, on October 3, 2011, the GSA opened an auction for the sale of the Property, and

WHEREAS, on November 18, 2011 the auction closed, and

WHEREAS, the GSA requested the City voluntarily reconvey the Property to the GSA at the sale closing; after which, the GSA would convey the Property to the purchaser, and

WHEREAS, on January 30, 2012, the City submitted an executed Deed to reconvey the Property to GSA, and

WHEREAS, the Deed was recorded on February 24, 2012, and

WHEREAS, in August 2012, the City received a letter from HUD requesting an update on open activities with CDBG funds expended, and

WHEREAS, one of these activities involved the Property, and

WHEREAS, the City was required to submit a remediation plan or complete and close the identified activities by September 30, 2012, and

WHEREAS, City staff requested technical assistance from HUD to develop a remediation plan; unfortunately, technical assistance was never provided, and

WHEREAS, on December 13, 2013, the City received a remote monitoring finding indicating that the Office of the Inspector General (OIG) had identified the activity associated with the Property as a "cancelled activity with funds drawn or as an activity that did not meet a National Objective", and

WHEREAS, on January 3, 2014, the City sent a letter to HUD, requesting that all, or a portion, of the funds expended on the Property be waived due to the unstable economy in our community, and

WHEREAS, HUD, in turn, requested a list of the City's Property expenditures, including documentation backing up the expenditures. The City provided the requested information to HUD on February 27, 2014, and

WHEREAS, on March 31, 2014, HUD sent a letter to the City indicating that expenditures on the Property did not meet a National Objective and that the CDBG funds expended on the Property were disallowed, and

WHEREAS, on March 31, 2014, HUD further advised the City that it was required to reimburse HUD the $232,410 in CDBG funds expended on the Project, that non-federal funds must be used and that the City had until May 15, 2014 to do so, and

WHEREAS, the May 31, 2014 letter was issued by the Office of Community Planning and Development in Washington D.C., but City staff are unable to confirm if the letter was in fact received and became aware of its existence in August 2014.

WHEREAS, HUD's guidelines require that the costs associated with an ineligible activity be reimbursed to the grantees line of credit or program account, and

WHEREAS, HUD's preference is that the grantee repay the disallowed costs from a non-federal source within one (1) year. However, HUD will allow repayments of up to three (3) years when the amount is large and the grantee can demonstrate a financial hardship, and

WHEREAS, the City cannot demonstrate a financial hardship; therefore, the funds must be repaid from a non-federal source, specifically, the City's General Fund reserve, and

WHEREAS, City staff recommends the City Council authorize $232,410 be used from General Fund reserve to reimburse HUD for the CDBG monies expended on the Property, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the repayment of Community Development Block Grant funds expended on 1230 12th Street in the amount of $232,410 with City General Funds

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby authorizes the City Manager, or his designee, to execute the agreements and any related documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 10th day of February, 2015, by Councilmember Lopez, who moved its adoption, with motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-39

Print

RESOLUTION AMENDING THE FISCAL YEAR 2014-2015 GENERAL FUND BUDGET TO TRANSFER FUNDS IN THE AMOUNT OF $232,410 TO THE CAPITAL GRANTS – CIP PROJECT 100302, AND AUTHORIZING THE FINANCE DIRECTOR, OR HER DESIGNEE, TO TAKE THE NECESSARY STEPS TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

WHEREAS, on August 29, 2003 the City Council, by Resolution No. 2003-548, authorized staff to submit a "Letter of Interest" to obtain necessary application instructions from the Department of Health and human Services (HHS) for the surplus of the Social Security Administration Building located at 123012th Street, and

WHEREAS, although the building was in good condition, it did not meet current seismic standards; the cost estimate for both structural and nonstructural seismic retrofit was $58,860; the repair alteration cost estimate for continued operation was $303.000 for site repair, mechanical and electrical work, and

WHEREAS, the total Community Block Grant funds expended for 1230 12th Street Retrofit was $232,409.52, and

WHEREAS, a letter dated May 15, 2014 was sent to the City from HUD indicating the costs incurred for the 1230 12th Street Project did not meet a National Objective and therefore must be reimbursed to the grantee's line of Credit or program account.

WHEREAS, HUD's preference is that the City repay the disallowed costs from a non-federal source within one (1) year, however HUD will allow repayments of up to three (3) years when the amount is large or the grantee can demonstrate a financial hardship, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2014-2015 General Fund budget to transfer funds in the amount of $232,409.52 to the Capital Grants – CIP Project 100302.

BE IT FURTHER RESOLVED that the Finance Director, or her designee, is hereby authorized to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 10th day of February, 2015, by Councilmember Lopez, who moved its adoption, with motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-40

Print

RESOLUTION APPROVING THE FREE USE OF MODESTO CENTRE PLAZA ON FEBRUARY 17, 2015 FOR THE SAN FRANCISCO GIANTS WORLD CHAMPION TROPHY TOUR

WHEREAS, the City of Modesto recognizes the importance of recreation activities for all of its citizens; and

WHEREAS, the City hosts a local chapter of the Junior Giants non-competitive baseball league in conjunction with the San Francisco Giants; and

WHEREAS, the San Francisco Giants baseball team won the 2014 World Series; and

WHEREAS, the City wishes to host the 2014 World Championship Trophy Tour ("Trophy Tour"); and

WHEREAS, the Junior Giants organization has committed to bring the 2014 World Series Trophy to Modesto on February 17, 2014; and

WHEREAS, the City requires a facility large enough to host this event; and

WHEREAS, the focus of the San Francisco Giants World Championship Trophy Tour is to share the trophies with Giants' fans in Junior Giants communities throughout northern California; and

WHEREAS, in order to ensure that the City is able to host this event, the City wishes to provide the use of the Center Plaza and staff assistance at no cost to the Junior Giants organization. The cost to use Centre Plaza is less than $2,000.

THEREFORE, LET IT BE RESOLVED, by the Council of the City of Modesto that it hereby approves the free use of the Modesto Centre Plaza on February 17, 2015 for the San Francisco Giants World Championship Trophy Tour.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto on the 10th day of February, 2015 by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers	None
ABSENT:	Councilmembers	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-41

Print

RESOLUTION AUTHORIZING THE DIRECTOR OF UTILITIES TO ISSUE CHANGE ORDERS ON THE "SUTTER PLANT IMPROVEMENTS" PROJECT IN THE TOTAL AMOUNT OF $784,160 (39.7% OF THE ORIGINAL CONTRACT PRICE)

WHEREAS, the City Council, on April 8, 2014, by Resolution No. 2014-130, awarded a $1,977,000 contract to R.E. Smith Contractor, Inc. for the construction of the Sutter Treatment Plant Improvement project, and

WHEREAS, additional work not included in the original bid needed to be added to the project to allow completion of the project, and

WHEREAS, the cost of the extra work has been estimated to be $784,160, an amount which exceeds the Director's authority for the project as established by the Council's Change Order Approval Policy adopted by Resolution No. 94-443, on July 19, 1994, and

WHEREAS, the Director of Utilities currently has authority to approve change orders up to a cumulative amount of $158,160,

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the Director of Utilities to issue change orders on the Sutter Treatment Plant Improvement project in the total amount of $784,160 (39.7% of the original contract price).

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 10th day of February, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-42

RESOLUTION AMENDING THE FISCAL YEAR 2014-2015 CAPITAL IMPROVEMENT PROGRAM BUDGET IN THE AMOUNT OF $626,000 TO BE TRANSFERRED INTO THE PROJECT ACCOUNT FROM WASTEWATER FUND RESERVES IN ORDER TO FULLY FUND CONSTRUCTION, CONTINGENCY, CONSTRUCTION ADMINISTRATION, AND ENGINEERING SUPPORT DURING CONSTRUCTION FOR THE SUTTER PLANT IMPROVEMENTS PROJECT

WHEREAS, certain budgetary transactions are necessary in the amount of $626,000, in order to fund construction, contingency, construction administration and engineering support during construction for the Sutter Plant Improvements project, and

WHEREAS, to accomplish this, the Fiscal Year 2014-2015 Capital Improvement Program Budget must be amended as shown in **Exhibit A**, which is attached hereto and incorporated by reference herein,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the amendment of the Fiscal Year 2014-2015 Capital Improvement Program Budget as shown in **Exhibit A**.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 10th day of February, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Exhibit A

Due to the increase of estimated construction, contingency, construction administration, and engineering construction costs for CIP Account #100738 "Sutter Treatment Plant Improvements," the total project costs need to be increased by $626,000. This would be done by adjusting Contingency by $626,000.

To fund Sutter Treatment Plant Improvements project, $626,000 will be transferred from Water Fund Reserves into CIP Project Account #100738.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-43

RESOLUTION ACCEPTING THE CROWS LANDING ROAD CORRIDOR STUDY

WHEREAS, at its regularly scheduled meeting of March 27, 2012, City Council approved Resolution 2012-126 authorizing submittal of a grant application to the California Department of Transportation requesting $550,000 in Community-Based Transportation Planning Grant Funds for corridor studies; and

WHEREAS, at it regularly scheduled meeting of September 25, 2012, City Council approved Resolution 2010-395 accepting $247,500 of Environmental Justice Planning Grant funds for a Crows Landing Road corridor study, Resolution 2010-396, amending the budget to reflect the grant; and

WHEREAS, Planning Division staff held public workshops on September 26, 2013, August 28, 2014, and November 20, 2014, to solicit public input on the Crows Landing Road corridor study; and

WHEREAS, the corridor study considered and evaluated two main options to developing Crows Landing Road; and

WHEREAS, staff recommends, based upon public input and safety concerns, designation of Crows Landing Road to a 100-foot, four-lane minor arterial with bike lanes, as described in Chapter 7 of the Crows Landing Road corridor study; and

WHEREAS, at its regularly scheduled meeting of January 5, 2015, Planning Commission adopted a resolution recommending the City Council accept the Crows Landing Road corridor study.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby finds and determines that the proposed Crows Landing Road Corridor Study as described in **Exhibit "A", attached** hereto and incorporated herein by reference, is accepted.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that the proposed Crows Landing Road Corridor Study is statutorily exempt from CEQA under Section 15262, Feasibility and Planning Studies.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 10th day of February, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

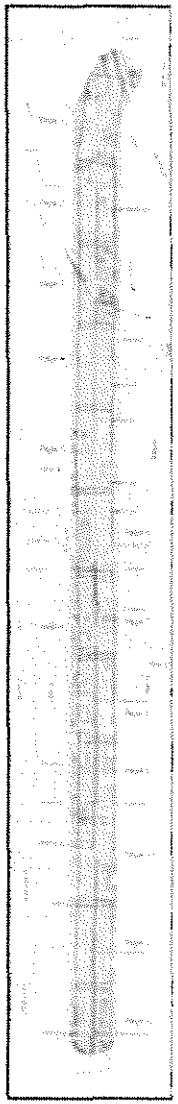
ATTEST: _____
STEPHANIE LOPEZ, City Clerk

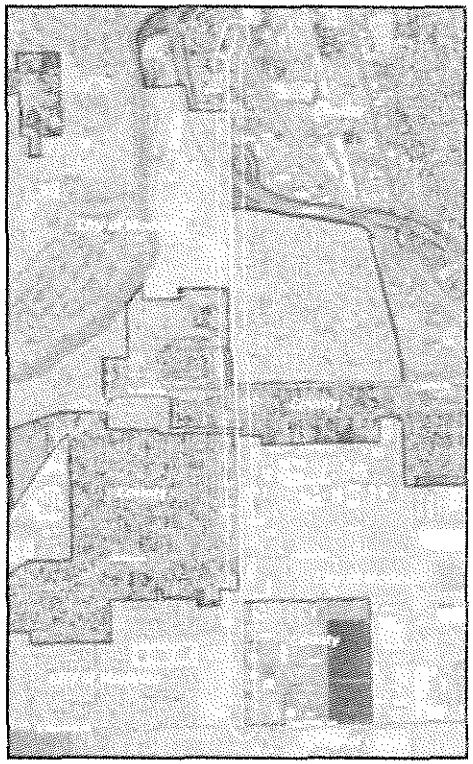
(SEAL)

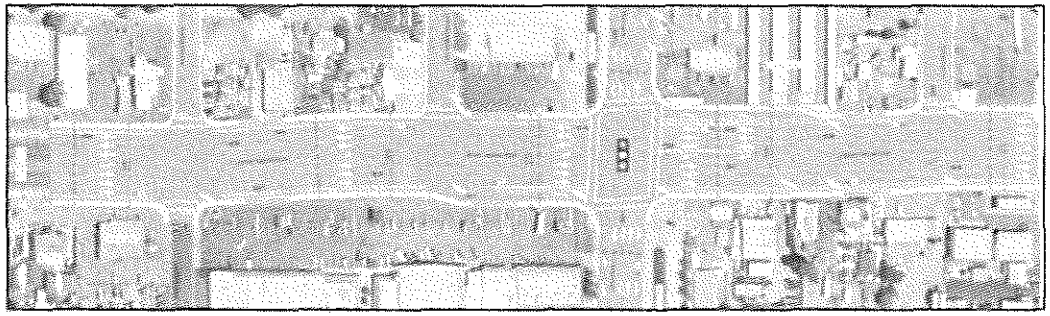
APPROVED AS TO FORM:

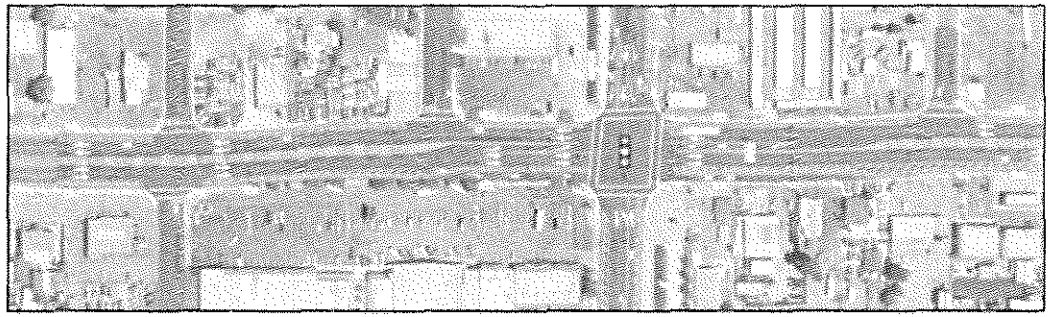
By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT A









Crows Landing Road Corridor Study

City of Modesto

2015

Acknowledgements

This project was funded by a Community-Based Transportation Planning grant from Caltrans.

Modesto City Council

Garrad Marsh, Mayor
John Gunderson, District 1
Tony Madrigal, District 2
David Lopez, District 3
Bill Zoslocki, District 4
Jenny Kenoyer, District 5
David Cogdill, District 6

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Dennis Smith, Vice Chair
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Angela Freitas, Community Development Director, Stanislaus County
Miguel Galvez, Senior Planner, Stanislaus County
David Leamon, Deputy Director of Public Works, Stanislaus County
Jim de Martini, Supervisor, District 2
South Modesto Municipal Advisory Council

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Introduction

Purpose of the Crows Landing Road Corridor Study

This study is primarily funded by Caltrans, through an Environmental Justice planning grant the City of Modesto received in 2012. The Crows Landing Road corridor study will establish a plan for a safe, efficient, and vibrant multi-modal transportation facility serving the southern portion of Modesto and nearby unincorporated Stanislaus County. Through the corridor study process, existing deficiencies will be documented, corresponding improvements will be identified, and an implementation program will be established. The corridor study

- Identifies and documents issues, problems and deficiencies to be resolved;
- Develops options to resolve issues and improve multi-modal mobility and safety; and
- Conduct in-depth public involvement process to achieve these goals.

Improvements, or solutions to problems, will be identified as short-term, relatively low-cost actions; mid-term changes; and, long-term, relatively high-cost improvements. Where and when an improvement is actually implemented will not be that simple in practice for various reasons. Funding availability and jurisdictional issues will have the greatest impact on when and where improvements are installed. Modesto expects that full implementation of the adopted plan will occur incrementally over the course of many years.

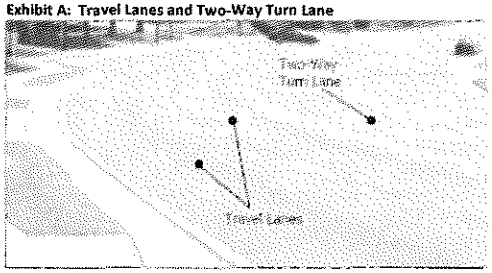
Elements of an Urban Thoroughfare

The corridor study is relatively technical. To facilitate understanding this study, major elements of urban thoroughfares are described and illustrated below. These terms and concepts are critical to understanding and discussing the future Crows Landing Road. Definitions are derived primarily from "Designing Walkable Urban Thoroughfares: A Context Sensitive Approach," a Recommended Practice of the Institute of Transportation Engineers (2010).

Travel Lanes: These are the marked lanes used by passenger vehicles, trucks, and sometimes bicycles (**Exhibit A**). They can vary in width from 10 to 14 feet or more, separated by striping. On roads used by transit buses, the lane nearest the curb or outside edge of the roadway is usually no less than 11 feet wide to accommodate the width of the transit bus. Typically, traffic moves faster in wider lanes and slower in narrower lanes. Wider lanes and higher traffic speeds can create barriers to pedestrians.

Two-Way Turn Lane: This lane allows left-turning movements from the center of the roadway for traffic moving in both directions (**Exhibit A**). According to state law, a motorist may travel no more than 100 feet in a two-way turn lane, which is intended only for turning movements, and not for driving distances. A two-way turn lane can vary in width from 12 to 16 feet, separated from travel lanes by broken yellow striping.

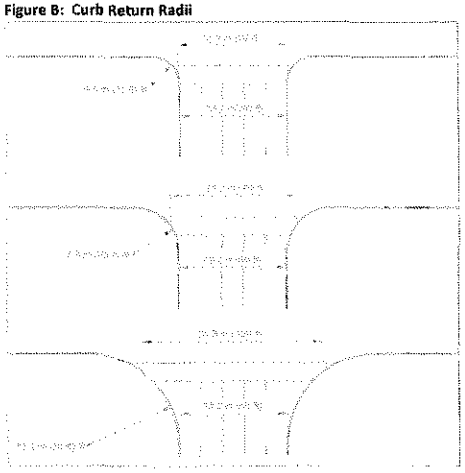
Exhibit A: Travel Lanes and Two-Way Turn Lane



Target/Design/Operating Speeds: The target speed is the desirable speed at which motor vehicles should be operated on a roadway. Design speed should be no more than 5 miles per hour higher than target speed. Operating speed is the observed travel speed under free-flow conditions.

Curb Return Radius: Curb returns are the curved portion of the corner created by the intersection of two streets. **Exhibit B** illustrates the effects of 15-foot, 25-foot, and 50-foot curb return radii on a 60-foot-wide traveled roadway. Larger curb return radii allow turning movements of large trucks and buses. The radius of a curb return also determines in part the speed at which a vehicle can turn from one street to the other, particularly right turning movements. Larger curb return radii facilitate higher speed turns and also increase the length of pedestrian crosswalks.

Figure B: Curb Return Radii



Sidewalk: The paved area alongside a road set aside for the exclusive use of pedestrians. It may be adjacent to the travel lanes or to a bicycle lane or may be separated from lanes by street trees and other objects, such as benches. Sidewalks are often four or five feet wide in residential areas and eight to 15 feet wide or more in commercial areas.

Bike Lane: A bike lane is the area set aside for the use of bicycle riders in order to improve safety and visibility. Bike lanes located on streets are typically four to seven feet wide and may be separated from travel lanes with striping or a marked buffer zone. Bicycle riders are expected to use the roadway, whether or not a bicycle lane exists. **Exhibit C** shows a bike lane without a buffer.

Exhibit C: Bike Lane

Raised Median: A raised median is a barrier four to eight inches high that is typically used to separate traffic moving in opposite directions. A raised median can provide a relatively safe place for pedestrians to wait for traffic to clear before continuing to cross the street. Traffic signs may also be placed on raised medians, improving their visibility to motorists. Raised medians may be landscaped.

Crosswalk: A location where pedestrians may legally cross travel lanes. Crosswalks may be marked or unmarked. A marked crosswalk is striped to improve the visibility of pedestrians to approaching traffic. Unmarked crosswalks are described by the imaginary right-angled extension of a sidewalk across a roadway and is also a legal place for pedestrians to cross. The crossing pedestrian is less visible to traffic in an unmarked crosswalk than in a marked crosswalk.

Crossing Distance/Crossing Time: Crossing distance is the distance for a pedestrian to cross a street, measured from curb to curb, including bike lanes and travel lanes. Crossing time, measured in seconds, is the time needed for a pedestrian to cross a street from curb to curb. Crossing times vary for different people, depending upon age and physical condition, but are typically considered to be 3.5 feet per second, which is the speed used to estimate crossing times in the figures below. Shorter crossing distances and crossing times are generally safer for pedestrians. Crossing distance and crossing time may be reduced with the addition of raised medians in the roadway that are large enough to comfortably accommodate a waiting pedestrian. Reducing the curb return radius, as shown on Figure B, can reduce pedestrian crossing distance and crossing time. Curb extensions may also be used for this purpose under some circumstances.

Chapter 1: Existing Conditions

History and Development Pattern

The Crows Landing Road corridor may be defined in many ways. Strictly speaking, it is the public right of way that constitutes Crows Landing Road, including the traveled roadway used primarily by cars, trucks, and bicycles and the curb, gutter, and sidewalk outside of the traveled roadway, used primarily by pedestrians and providing pedestrian and vehicular access to businesses that front on Crows Landing Road. This area includes a great deal of infrastructure in addition to the asphalt and concrete, such as storm drain inlets, water, sewer, and gas transmission lines, and the electrical distribution service.

A broader definition of the Crows Landing Road corridor includes the properties adjacent to and taking direct access from Crows Landing Road. A still-broader definition includes properties heavily influenced by travel and economic activity on Crows Landing Road, which may extend 500 or 1,000 feet from the edges of Crows Landing Road. This study is concerned primarily with the Crows Landing Road right of way and adjoining properties.

An unnamed 66-foot-wide road that would eventually be named Crows Landing Road, is visible on early 20th century Stanislaus County plats south of Modesto's Sphere of Influence. This road does not appear to have been connected with downtown Modesto until the Lion Bridge was built in 1916. The Lion Bridge forms a section of 7th Street where it crosses the Tuolumne River; Crows Landing Road intersects 7th Street about 430 feet south of the southern bridge embankment. Once the bridge was in place, residential development associated with proximity to downtown Modesto began. Most of the residential development in Modesto's Sphere of Influence occurred in the mid-20th century. Commercial development lagged behind residential development, with most commercial development occurring after 1960.

Today, Crows Landing Road and the land on both sides of it lie within Modesto's Sphere of Influence from S. 7th Street to Whitmore Avenue. The road itself and adjoining properties form a patchwork of jurisdictional boundaries. **Figure 1** illustrates areas both within and outside city limits at this time.

Six annexations between 1952 and 2012 have brought portions of Crows Landing Road into the Modesto city limits. Relatively recent changes to the Stanislaus Local Agency Formation Commission's annexation policies require that annexations of land include the entire roadway right of way, rather than simply extending to the roadway centerline. For this reason, Modesto has some additional control over roadway allocation and right of way decisions than it did in the past. **Figure 2** illustrates annexations to Modesto along Crows Landing Road and the year in which each annexation occurred. Nevertheless, Modesto has only an advisory role in areas that are not inside city limits.

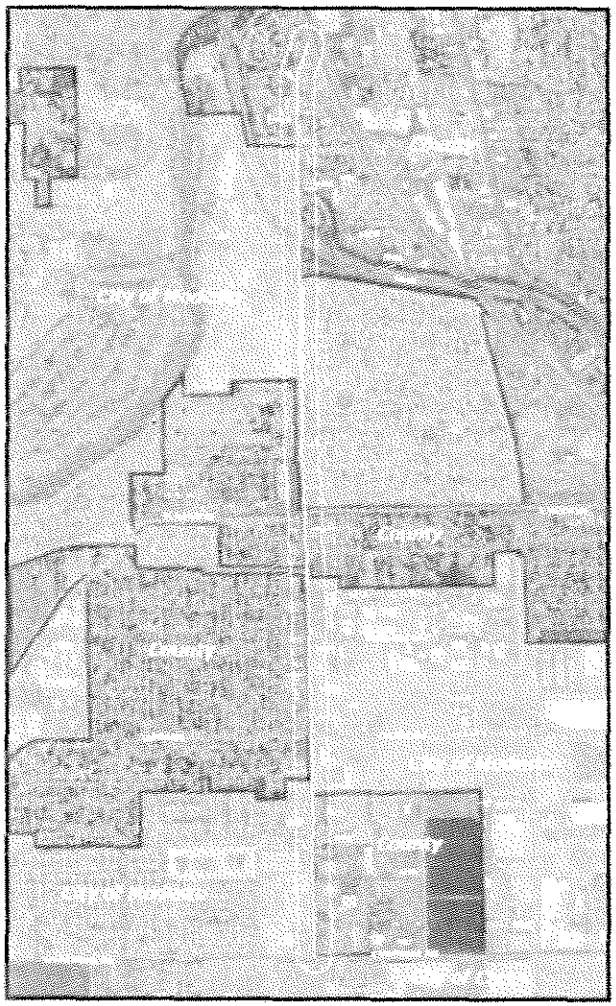
Modesto requires that physical infrastructure be planned and financed or developed to city standards prior to annexation for public safety and liability reasons. The city's policies regarding annexation and a general lack of funding for infrastructure in developed area have slowed the pace of annexations in developed County areas within Modesto's Sphere of Influence. Funding to build infrastructure in developed areas can be provided by the property owners themselves or by Community Development Block Grants, however redevelopment bonds are no longer an available funding source. Nevertheless, Modesto expects the area around Crows Landing Road from S. 7th Street to Whitmore Avenue will eventually be completely inside city limits and is undertaking this study in anticipation.

Land Use and Physical Conditions

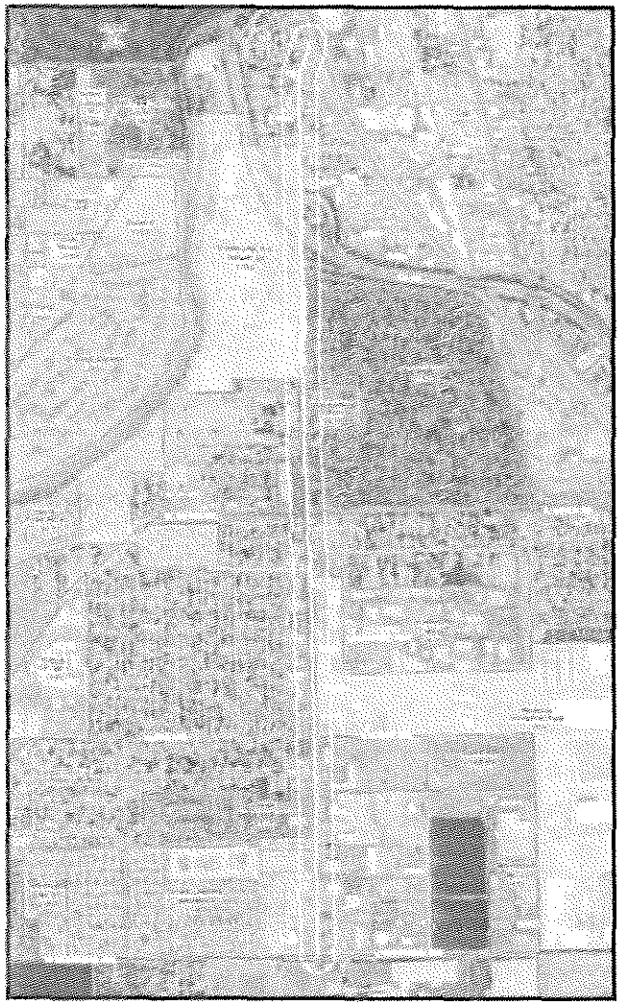
The properties adjoining Crows Landing Road are almost exclusively developed with commercial buildings, although automobile-related industrial uses, mobile home parks, and a small single-family residential area are common between State Route 99 and S. 7th Street. South of State Route 99, there is a good deal of variety among the goods and services offered, although there is a large concentration of businesses selling cars, tires, and automobile services. Automobile-related services are more common the nearer the property is to State Route 99. Other commercial uses along Crows Landing Road encompass most commercial development expected in an urban area: grocery and convenience stores, restaurants and bakeries, a motel, and clothing and furniture stores. South of Glenn Avenue there are some industrial businesses, such as a delivery service, truck and heavy equipment rentals, and farm machinery sales. Modesto's existing general plan designations are shown on **Figure 3** and existing zoning is on **Figure 4**. Existing land uses are shown on **Figure 5**.

Mobility-Travel Conditions

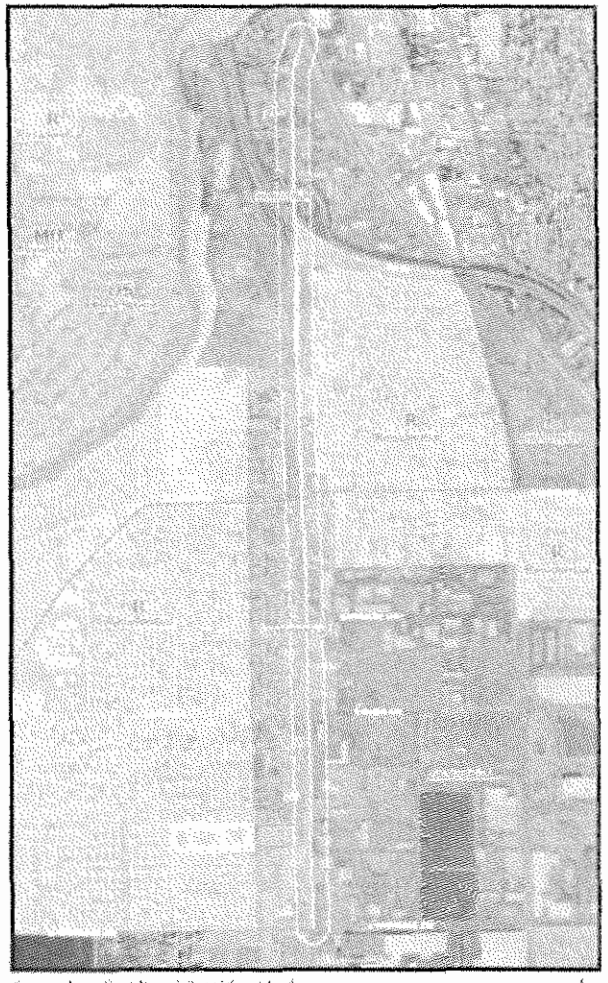
Modesto's General Plan currently designates Crows Landing Road as a six-lane principal arterial, which has either 114 feet of right of way without bike lanes or 127 feet of right of way with bike lanes, as specified in the General Plan (Policy V.B.2.c). As it is currently planned, Crows Landing Road will have a Class II bicycle facility, also referred to as a bike lane. The principal arterial designation has implications for intersection designs. Modesto's Standard Specifications call for intersection widening beyond the standard 127-foot principal-arterial-with-bike-lane cross section and includes dedicated right-turn lanes and large-radius turns from the principal arterial to the intersecting roadway. Hatch Road and Whitmore Avenue are designated minor arterials; all other intersecting roadways are either collectors or local streets. Design details 382, 383, and 384 are included as **Figures 6a**, **6b**, and **6c** to illustrate how intersections along Crows Landing Road are currently envisioned.



Crows Landing Road Corridor Study

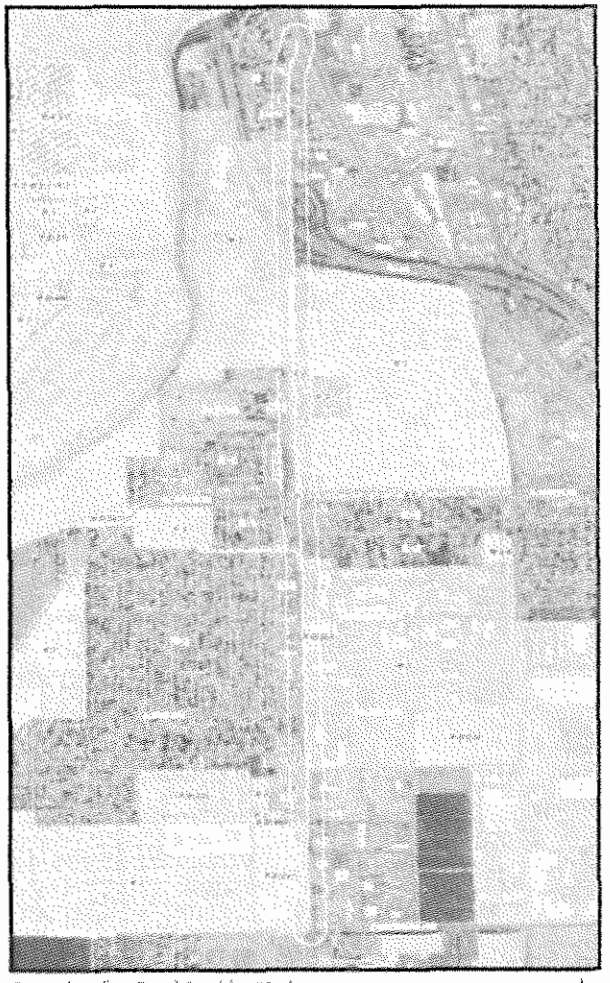


Crows Landing Road Corridor Study



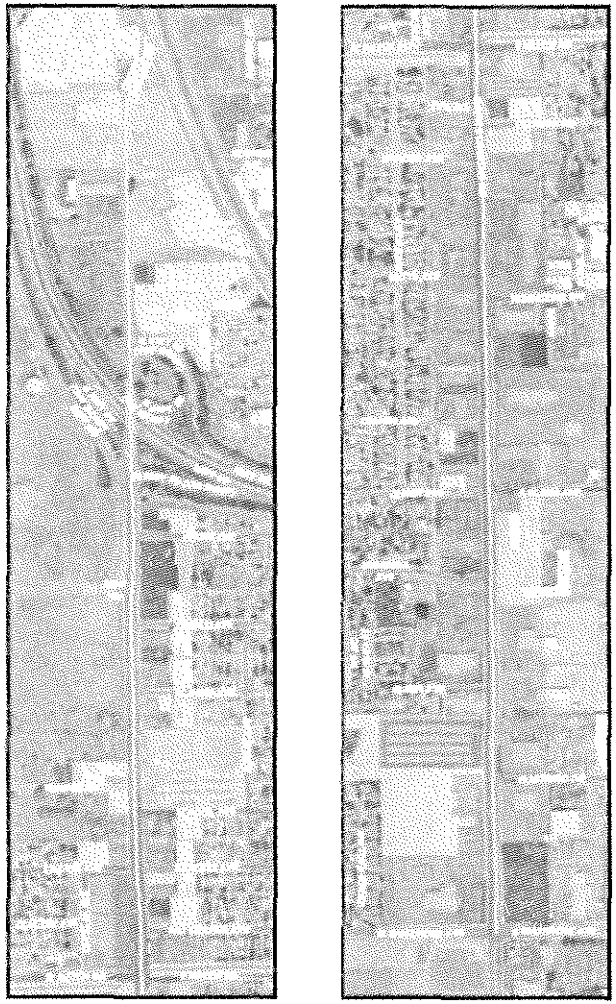
Crows Landing Road Corridor Study

Figure 3:
General Plan
Land Use Designations



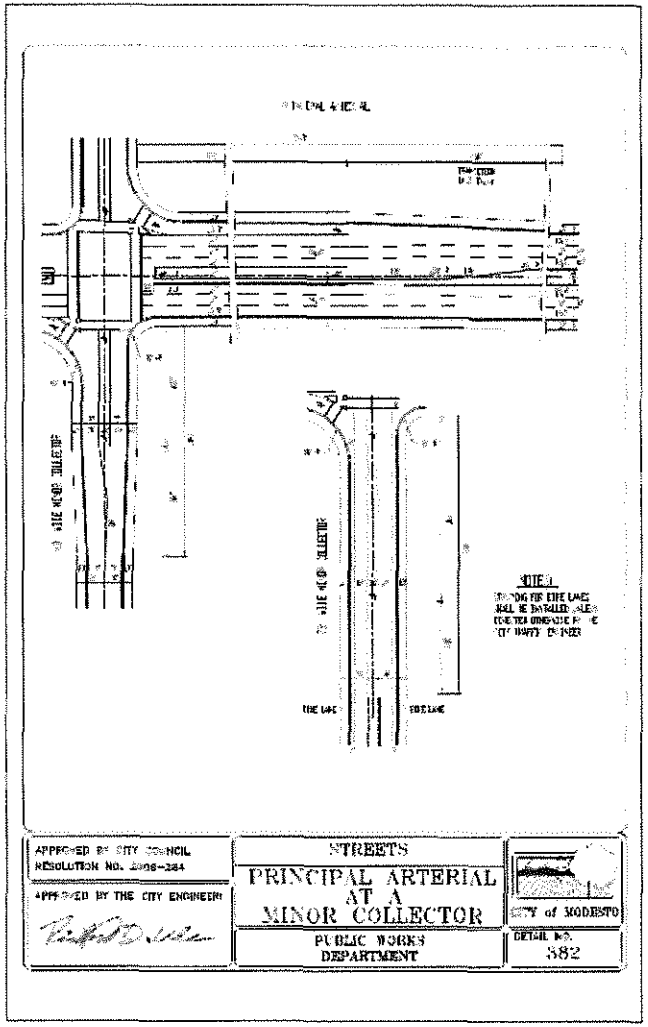
Crows Landing Road Corridor Study

Figure 4
Existing Zoning



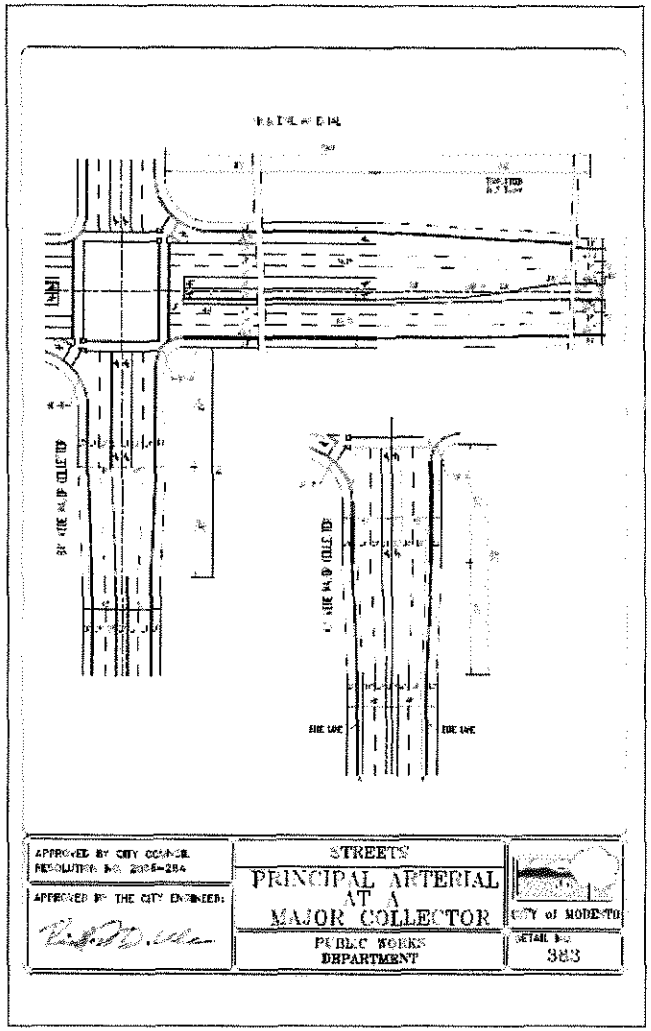
Crows Landing Road Corridor Study

Figure 5:
Existing Uses



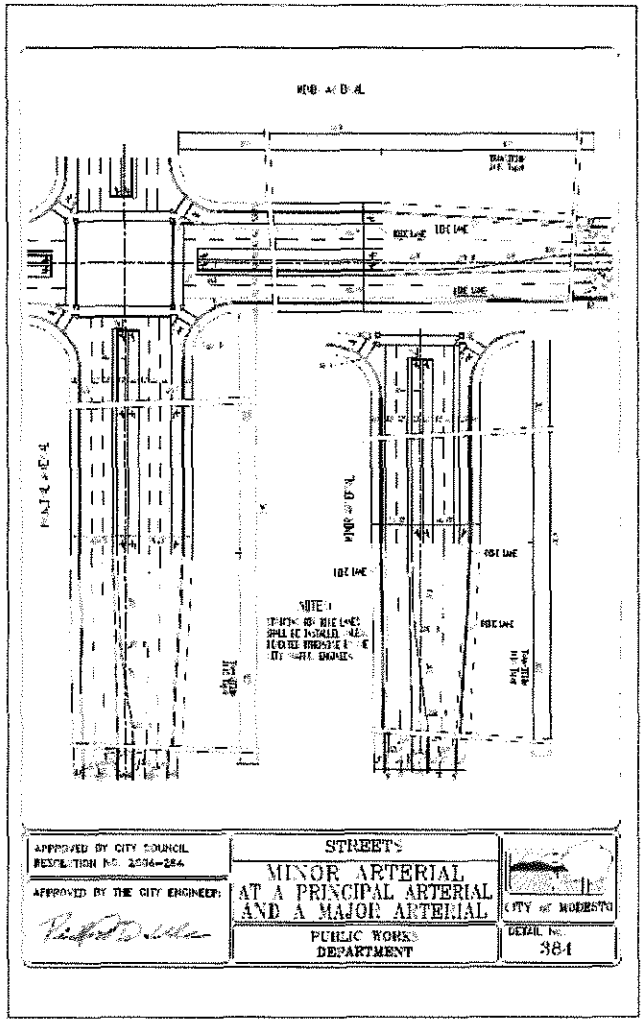
Crows Landing Road Corridor Study

Figure 6a:
Standard Specification Design Detail 382



Crows Landing Road Corridor Study

Figure 6b1
Standard Specification Design Detail 383



Crows Landing Road Corridor Study

Figure 6c
Standard Specification Design Detail 384

The portion of Crows Landing Road north of State Route 99 is highly variable in width, ranging from 60 to about 90 feet. Most of Crows Landing Road south of State Route 99 is 100 feet wide. One small segment is 105 feet wide and some short segments are less than 100 feet wide. In order to construct Crows Landing Road to principal arterial standards, very significant road widening and right-of-way acquisition will be required. **Figure 7** shows the current and future right-of-way width along the corridor.

North of State Route 99, existing right of way is utilized to provide about 32 feet of county-maintained pavement, striped for two approximately 16-foot-wide lanes, and an unpaved shoulder. There is no curb, gutter, or sidewalk and there are no street trees or bicycle facilities. On-street parking is allowed, but is limited to 2 hours. The speed limit on this section is 35 miles per hour.

South of State Route 99, the mostly 100 feet of right of way is used to provide curb, gutter, and sidewalk, two travel lanes in each direction, a center two-way turn lane or occasional 4-foot-wide raised median (north and south of Hatch Road and in the vicinity of Butte Avenue and Winmoore Way, and a small section of Class II bicycle lane between School Avenue and Pecos Avenue). Left-turn and right-turn pockets are installed at several intersections. On-street parking conditions range from prohibited to 2-hour parking or parking from 8:00 p.m. to 8:00 a.m., to unrestricted, depending upon the segment. The two-way-turn-lane ranges from 14 to 17 feet wide. The travel lane nearest the two-way-turn-lane is about 12 feet wide, and the outside travel lane ranges from 16-1/2 to 21 feet wide, including parking. Some sections of sidewalk along Crows Landing Road are missing and the property owned by the Southwest Hide Company in the 1100 block on the west side of Crows Landing Road near State Route 99 also has no sidewalk. Crows Landing Road has no bicycle facilities. Where they exist, sidewalks are 4 to 10 feet wide and are often interrupted or obstructed with utility poles, other infrastructure, mailboxes, and business advertisements. The walkways on either side of the State Route 99 overcrossing are 3-1/2 to 4 feet wide. Street trees are installed between the sidewalk and curb in some locations along Crows Landing Road, however, there are few trees. **Figure 8** shows the locations of street trees and where sidewalks are missing. The speed limit is 35 miles per hour north of Hatch Road and 40 miles per hour south of Hatch Road.

Bus Transit Service Modesto Area Express (MAX) operates two bus routes that serve Crows Landing Road, the 29 and 42, both of which provide 30-minute service from between 6:00 a.m. and 8:00 p.m. Monday through Saturday and hourly service Sunday between about 8:30 a.m. and 6:30 p.m. Route 29 provides service to and from the Downtown Transportation Center and Ceres via 9th Street and Crows Landing Road, as far south as Hatch Road and service east of Crows Landing Road. Route 42 provides service between the Downtown Transportation Center and Community Service Agency/County Safety Center south of Whitmore Avenue at Hackett Road, and service east and west of Crows Landing Road.

From north to south, MAX bus stops are located:

Route 29
- 200 feet north of Blankenburg Avenue, east side
- 100 feet north of School Avenue, east side

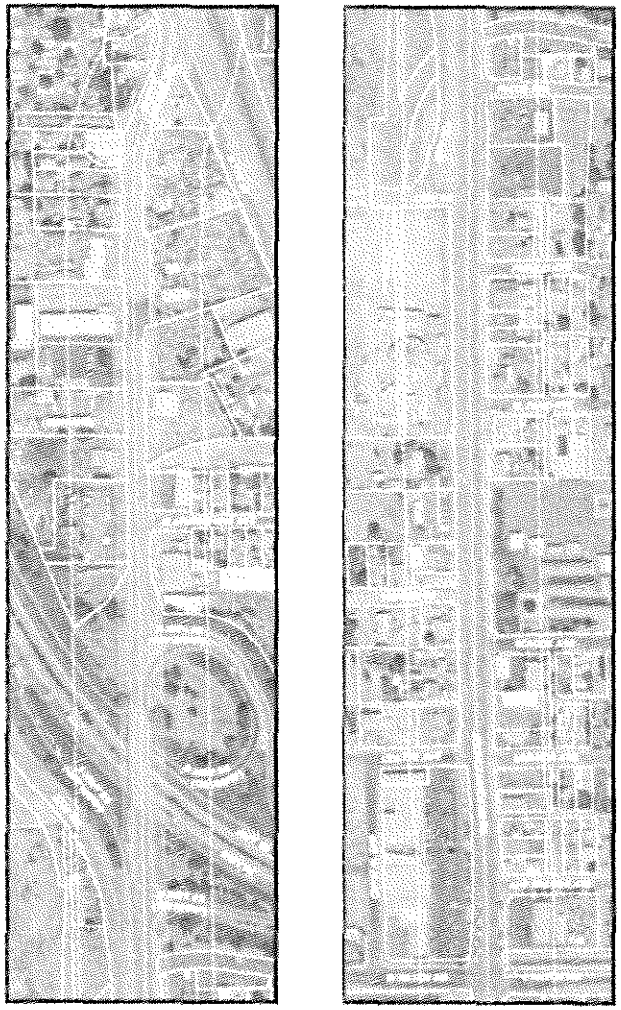
Route 42
- 75 feet north of Crater Avenue (with shelter), west side
- 100 feet south of Hatch Road, west side
- 50 feet south of Amador Avenue, west side
- 400 feet south of Butte Avenue (with shelter), west side
- 275 feet south of Glenn Avenue, west side
- 125 feet south of Algen Avenue, west side
- 75 feet north of Whitmore Avenue, west side

Traffic Volumes and Speeds

Modesto periodically counts traffic along major travel corridors. The most common count is Average Daily Traffic (ADT), which counts the number of motor vehicles passing a particular point. Modesto has official traffic counts adopted by City Council for 2013, 2009, and 2007. In 2013, the ADT for Crows Landing Road south of State Route 99 was 30,456 and north of State Route 99 was 11875. In 2009, the official ADT for Crows Landing Road south of State Route 99 was 30,663 and north of State Route 99 was 12,827. In 2007, ADT was 30,663 south of State Route 99 and 12,827 north of State Route 99.

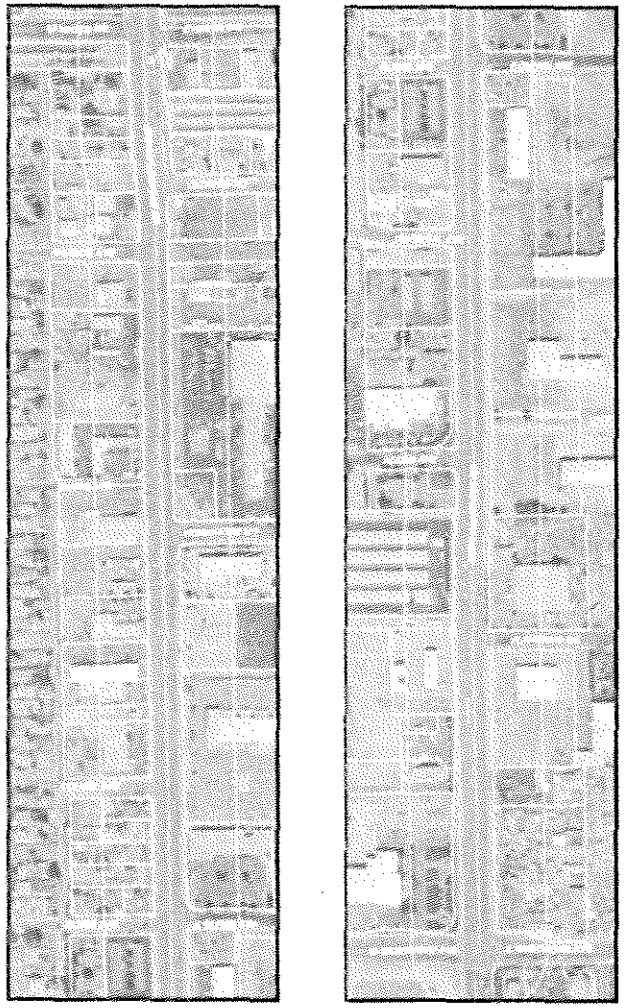
In order to get a more complete picture of travel along Crows Landing Road, hourly traffic counts were also performed at two locations on Crows Landing Road in June, 2014. One site was just north of Hatch Road and the other site was just north of Whitmore Avenue. Travel is generally considered to be most critical during the morning and evening commute times when roads often carry the greatest amount of traffic in a two-hour period, typically given as 7:00 a.m. to 9:00 a.m. ("morning peak") and 4:00 p.m. to 6:00 p.m. ("evening peak"). With this in mind, the busiest single hour does not necessarily occur during the two, two-hour peak periods. For purposes of characterizing traffic flows, the higher of the two morning peaks was selected and entered on approach/departure diagrams. Field work added further detail, separately accounting for truck traffic. Traffic data are included in **Appendix A**.

Finally, speed data were collected in the field following the morning peak travel period in order to establish a baseline for typical motor vehicle travel behavior on Crows Landing Road. Three locations were selected at which vehicle speeds were measured: Blankenburg Avenue, north of State Route 99; Pueblo Avenue and Zeff Road, between State Route 99 and Hatch Road; and Imperial Avenue and 2000 Crows Landing Road, between Hatch Road and Whitmore Avenue. Each data set included 100 vehicles, making it difficult to make general statements about travel behavior, however, average speed was always higher than the posted speed limit. Speed data sheets are included in **Appendix A**.



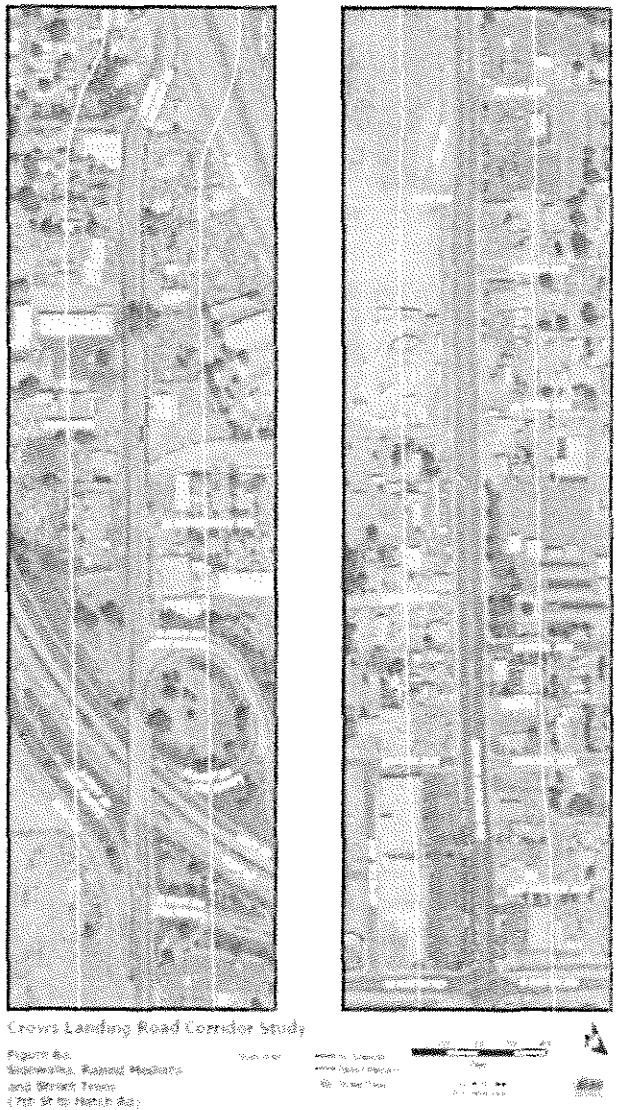
Crows Landing Road Corridor Study

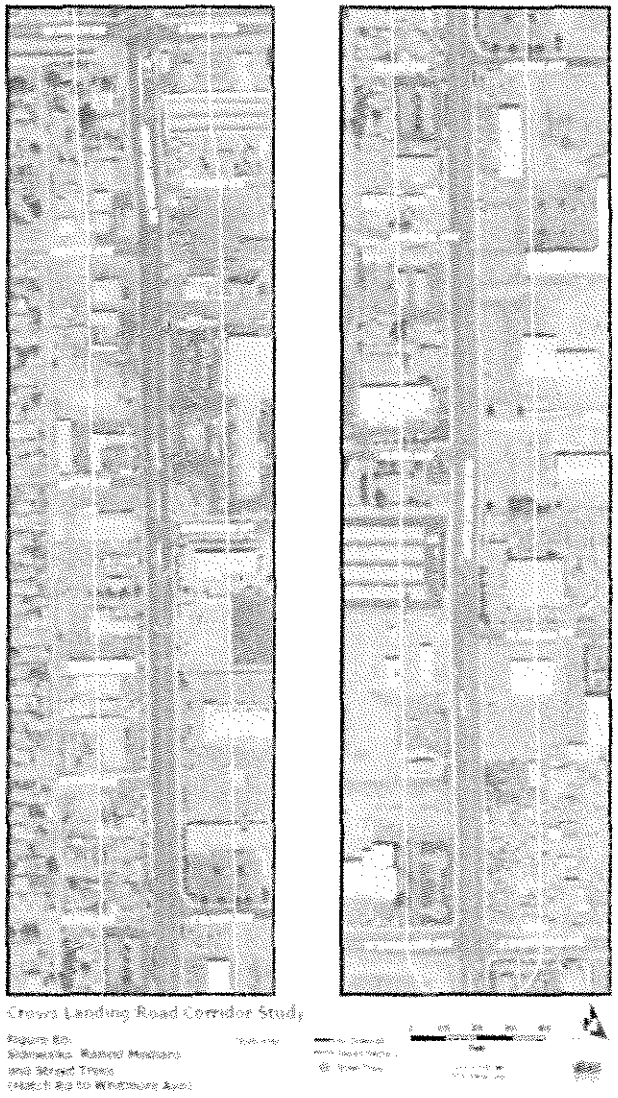
Figure 7a:
Existing and Future
Right of Way
(7th St to Hatch Rd)



Crows Landing Road Corridor Study

Figure 7b:
Existing and Future
Right of Way
(Hatch Rd to Whitmore Ave)





Collisions

Collision data are available from the Modesto Police Department from 2004 and the middle of 2013. During this period, there were 198 reported collisions, including 141 non-injury automobile collisions (70.7%), 54 with injuries, and four fatalities. All of the four fatalities were pedestrians. A total of five bicycle-involved collisions was reported, four of which (80%) resulted in injuries. **Figure 9** displays the locations of collisions along Crows Landing Road, the severity of the collision, and the type of collision (motor vehicle only, bicycle-involved, pedestrian-involved) during this reporting period.

Collisions have occurred at virtually every intersection along Crows Landing Road during the reporting period. However, collisions are more common at intersections south of Hatch Road to Whitmore Avenue than from Hatch Road north to 7th Street. **Table 1** summarizes collisions shown on **Figure 9** and ranks intersections from most to least collisions.

Table 1: Collisions Along Crows Landing Road, 2004 - 2013

Intersection	Reported Collisions	Motor Vehicle Only			Bicycle-Involved			Pedestrian-Involved		
		Non-Injury	Injury	Fatality	Non-Injury	Injury	Fatality	Non-Injury	Injury	Fatality
Whitmore Avenue	38	22	15	0	0	0	0	1	0	0
Amador Avenue	29	16	5	0	0	4	0	0	3	1
Winmoore Way	21	19	1	0	0	0	0	0	1	0
Glenn Avenue	19	12	4	0	0	0	0	0	1	2
Imperial Avenue	18	12	5	0	0	0	0	0	1	0
Algen Avenue	15	13	2	0	0	0	0	0	0	0
Flamingo Drive	8	8	0	0	0	0	0	0	0	0
Butte Avenue	6	4	2	0	0	0	0	0	0	0
School Avenue	6	6	0	0	0	0	0	0	0	0
El Paso Avenue	5	1	4	0	0	0	0	0	0	0
Zeff Road	5	4	0	0	1	0	0	0	0	0
Hatch Road	3	2	1	0	0	0	0	0	0	0
Kendee Road	3	2	1	0	0	0	0	0	0	0
7th Street	2	1	1	0	0	0	0	0	0	0
Blankenburg Avenue	2	1	0	0	0	0	0	0	0	1
Colusa Avenue	2	1	1	0	0	0	0	0	0	0
Pecos Avenue	2	2	0	0	0	0	0	0	0	0
Pueblo Avenue	2	2	0	0	0	0	0	0	0	0
Olivero Road	1	1	0	0	0	0	0	0	0	0
Rio Grande Avenue	1	1	0	0	0	0	0	0	0	0
Crater/Barozzi Aves	0	0	0	0	0	0	0	0	0	0
Ramps and midblock	10	8	2	0	0	0	0	0	0	0

Utilities

Water There are no water lines in Crows Landing Road north of Zeff Road. At Zeff Road, two lines enter the public right of way, an 18-inch and a 12-inch distribution line. A third, 10-inch line enters the road at El Paso Avenue. Two or three water lines provide service to properties along Crows Landing Road and tie into laterals serving properties in the vicinity of Crows Landing Road down to Whitmore Avenue.

Sewer A single 8- to 10-inch sewer line lies in Crows Landing Road between Pecos Avenue and Hatch Road. A separate 10-inch line runs from Winmoore Way to E. Glenn Avenue. A trunk line provides service along the final stretch of Crows Landing Road from Imperial Avenue to Whitmore Avenue. Sewer laterals connect to the lines in Crows Landing Road at roadway intersections that lie within the city limits.

Storm Drainage North of Hatch Road, there is little storm drainage infrastructure installed in Crows Landing Road. One storm water conduit lies in Crows Landing Road between Pecos Avenue and Zeff Road and there are a few drainage inlets elsewhere. South of Hatch Road, there is a storm drainage conduit in the Crows Landing Road right of way from Olivero Road to Whitmore Avenue.

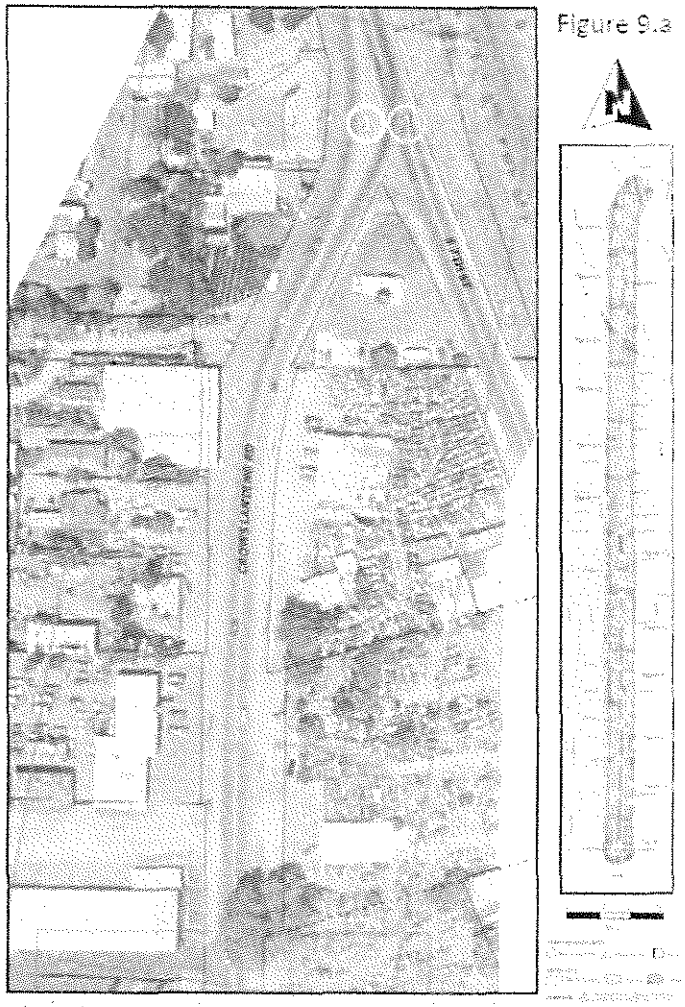


Figure 9.a

Collisions Reported along Cross Landing Road, July 2004 to June 2011

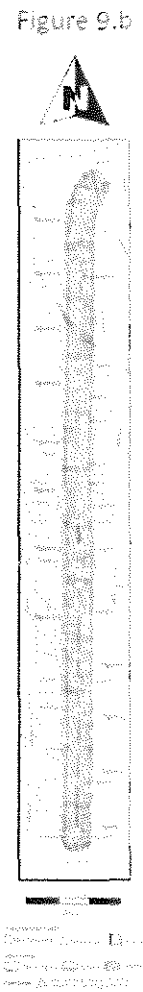


Figure 9.b

Collisions Reported along Cross Landing Road, July 2004 to June 2011

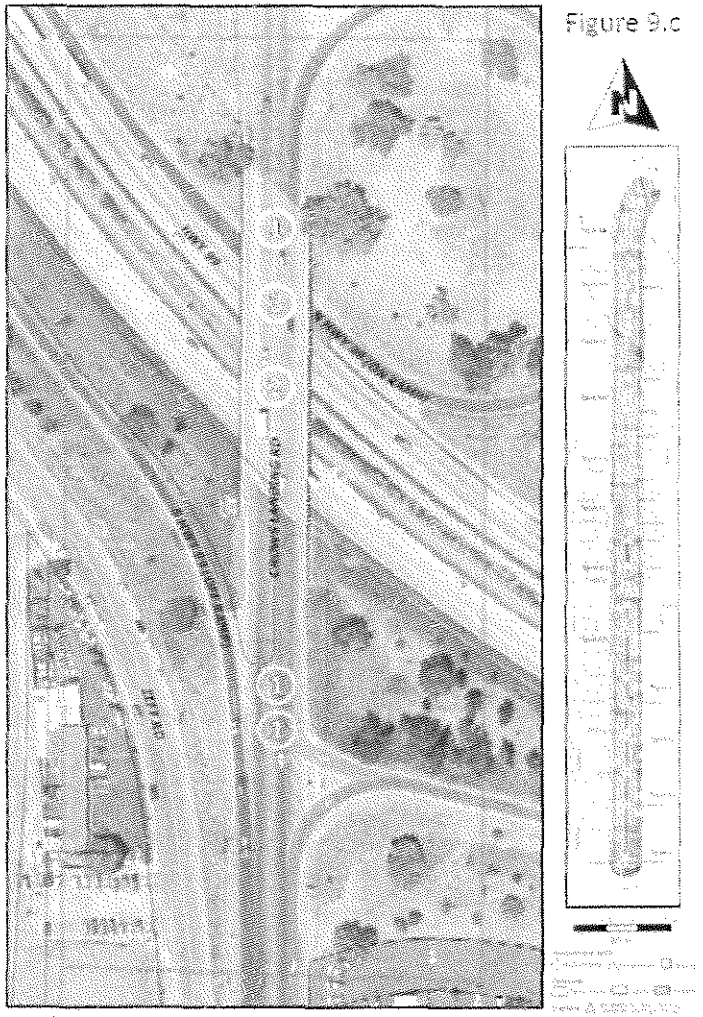


Figure 9.c

Collisions Reported Along Crows Landing Road, July 2004 to June 2011

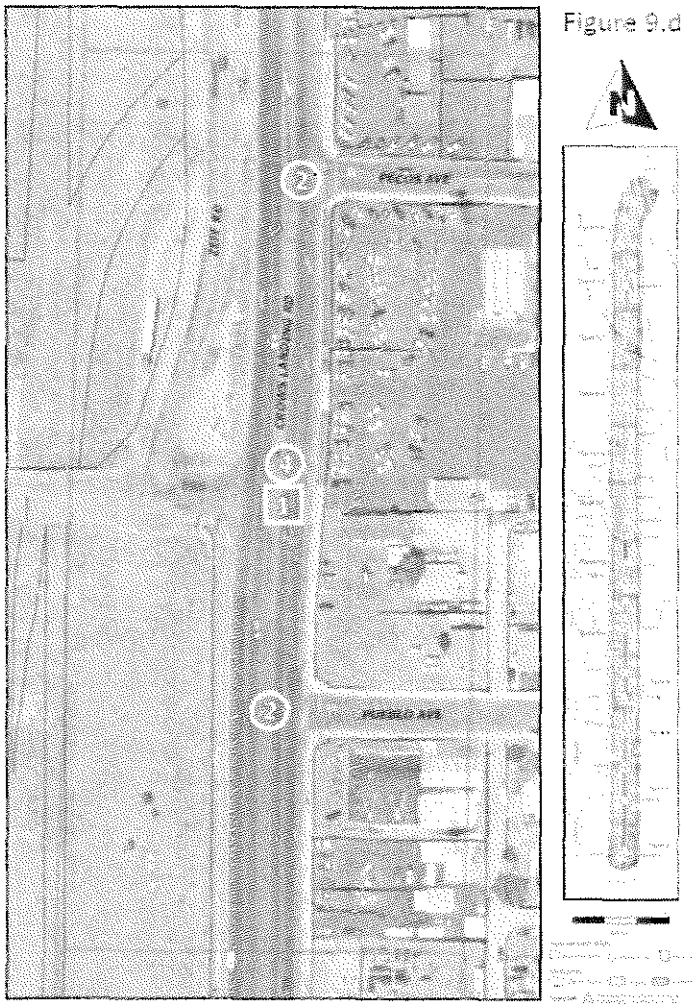


Figure 9.d

Collisions Reported along Crows Landing Road, July 2004 to June 2011

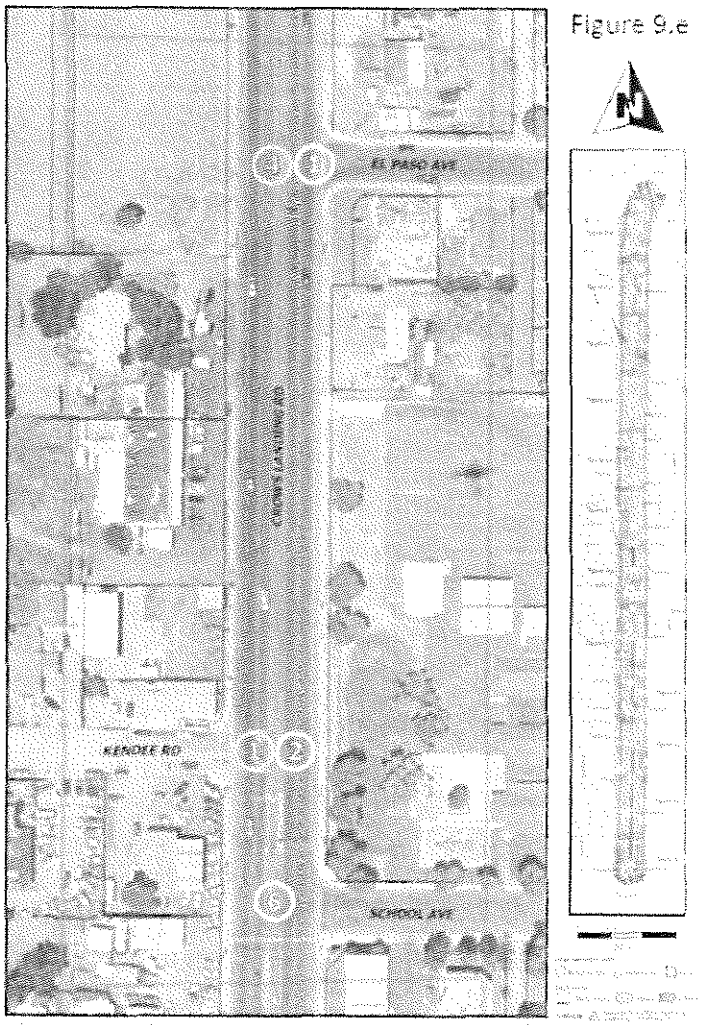


Figure 9.e

Collisions Reported along Crows Landing Road, July 2004 to June 2013

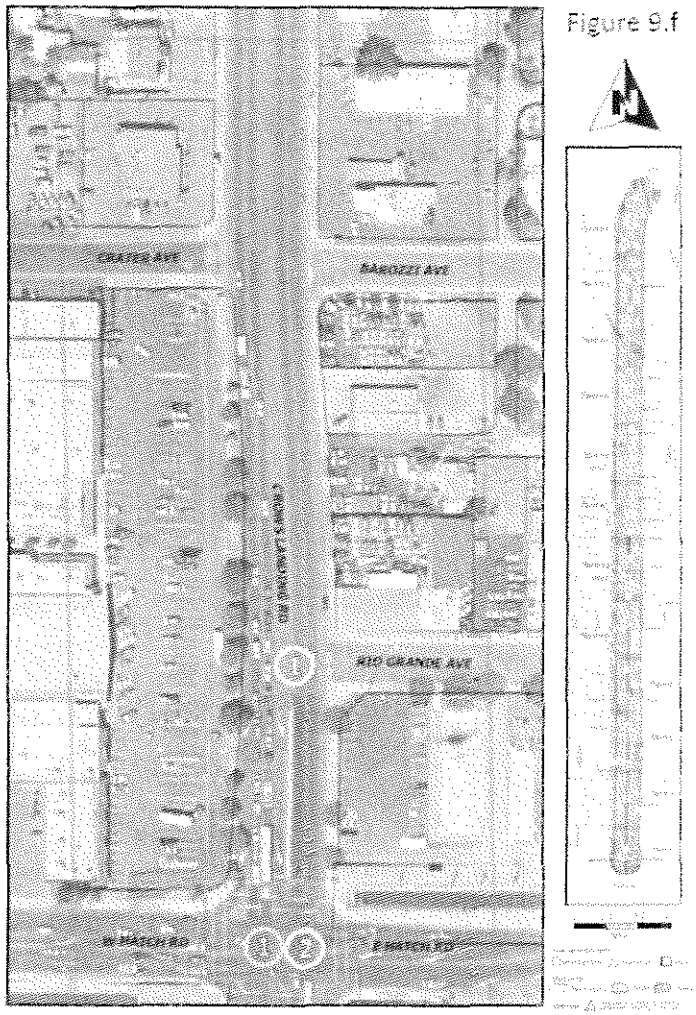


Figure 9.f

Collisions Reported along Crows Landing Road, July 2004 to June 2013

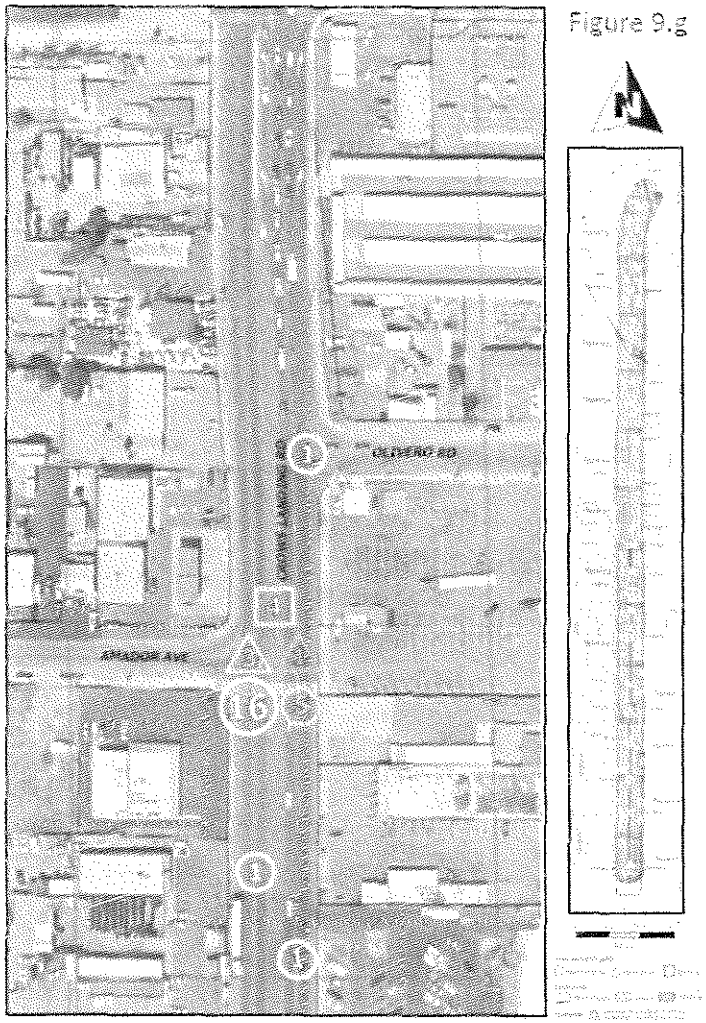


Figure 9.g

Collisions Reported along Crows Landing Road, July 2004 to June 2013

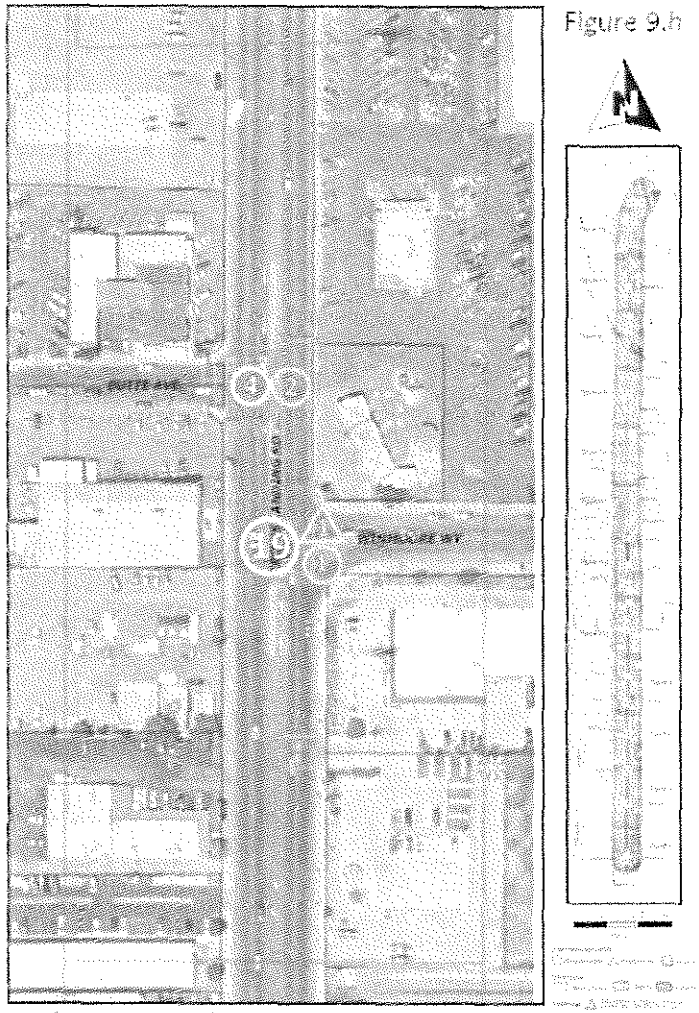
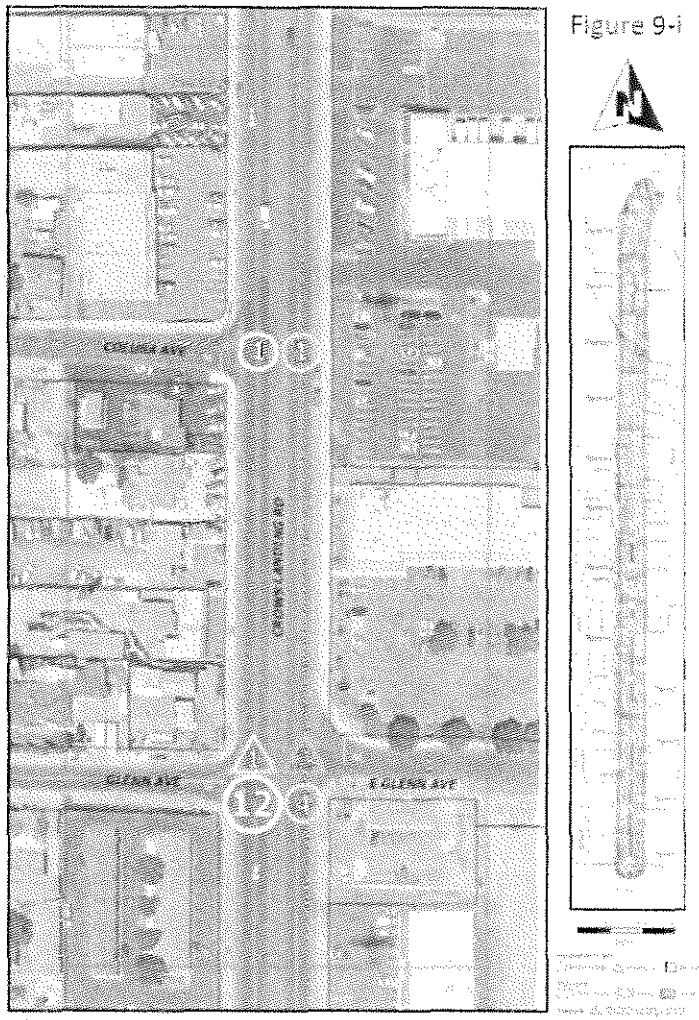


Figure 9.h

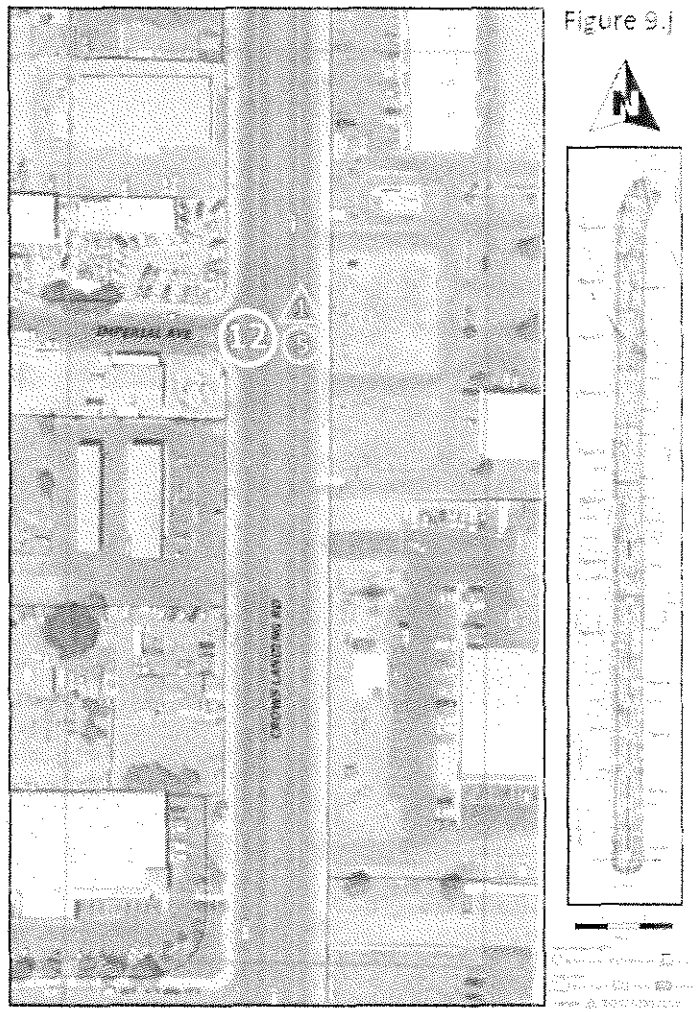
Collisions Reported along Crows Landing Road, July 2004 to June 2013

Figure 9-I



Collisions Reported along Crown Landing Road, July 2004 to June 2014

Figure 9-J



Collisions Reported along Crown Landing Road, July 2004 to June 2014

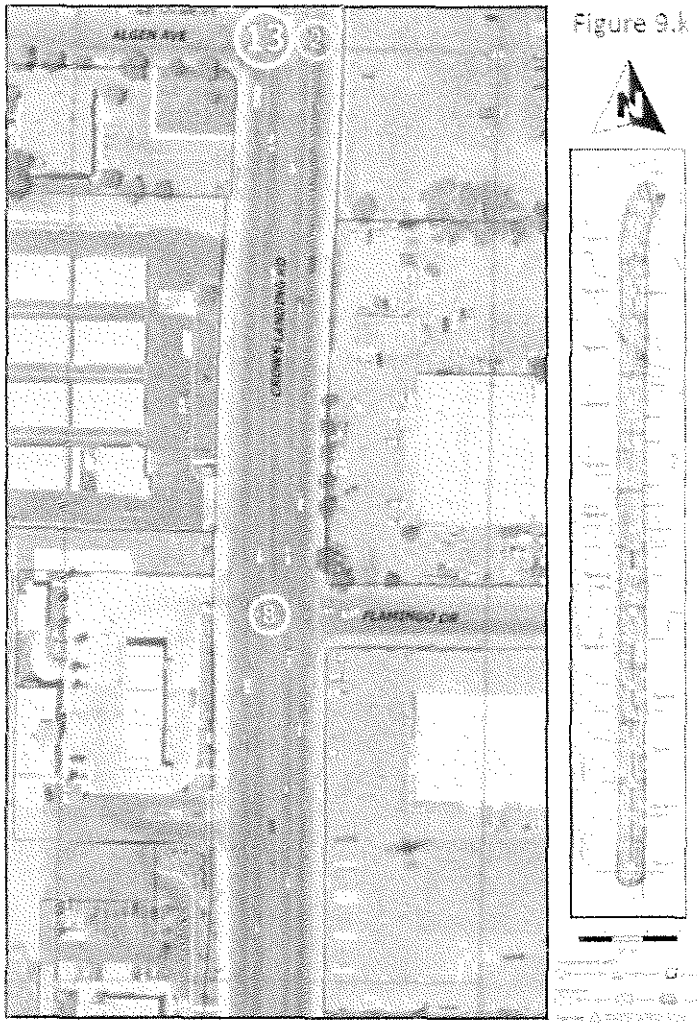


Figure 9.k

Collisions Reported along Cross Landing Road, July 2008 to June 2013

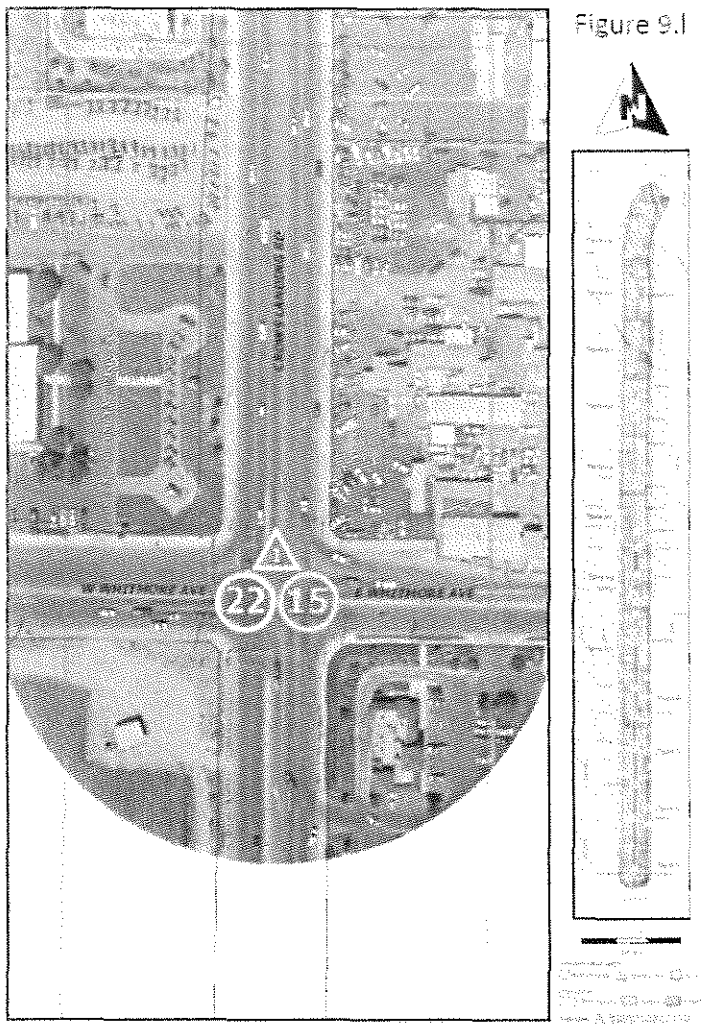
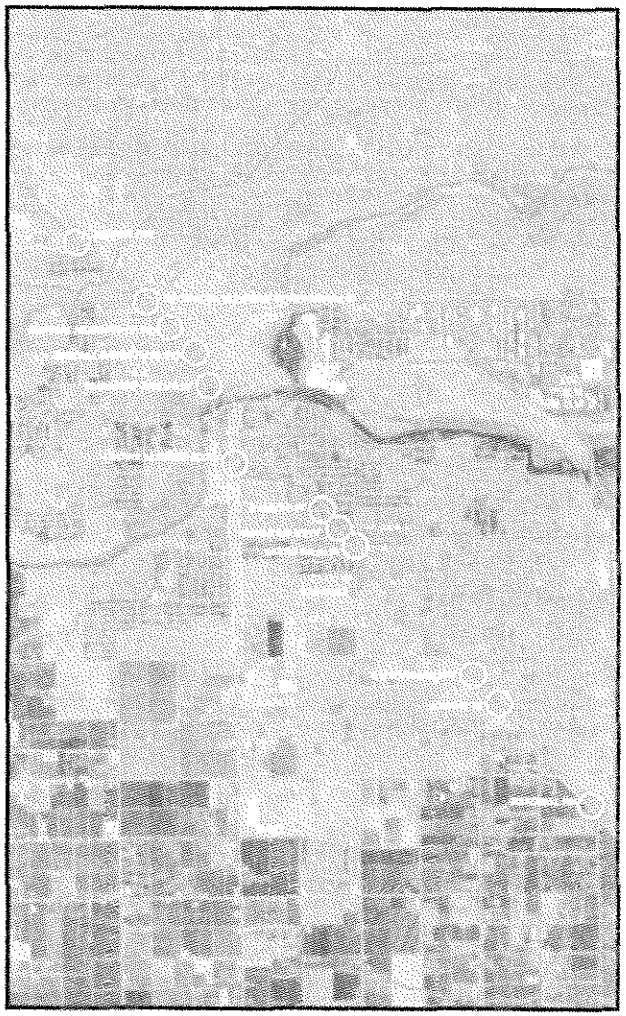


Figure 9.l

Collisions Reported along Cross Landing Road, July 2008 to June 2013



Crows Landing Road Corridor Study

Figure 1B:
Freeway Interchanges

Historic Buildings and Landmarks

There are no National Historic Register properties along Crows Landing Road or in the surrounding area and there are no designated landmarks in the study area. The California Environmental Quality Act (CEQA) recognizes that changes to a resource or to its context may result in a significant impact on the quality or importance of the historic resource. To determine whether a building is a historic resource, the following issues should be considered

(1) whether the resource is listed in or determined to be eligible for the California Register of Historic Resources;
(2) a determination of whether the resource is associated with important events or people or represents and important time period

Tuolumne River Regional Park

The south of the Tuolumne River is largely adjacent or very near to Tuolumne River Regional Park (TRRP). When complete, TRRP is expected to encompass the Tuolumne River floodplain and extend from Carpenter Road on the west to Mitchell Road on the east. Some portions of the park are usable today, such as the Legion Park unit in the Airport Neighborhood.

The portion of the city south of the Tuolumne River, as well as the Sphere of Influence areas south of the river, have relatively few parks. With the exception of the Fairview Village Specific Plan to the west, these areas were built before Modesto established standards for development that include substantial park acreage. For this reason, the Crows Landing Road corridor area relies heavily on Tuolumne River Regional Park as a recreational amenity. Tuolumne River Regional Park is designed to take advantage of the floodplain. In the Modesto area, the floodplain typically lies on the north side of the river. The bluff on the south side of the river limits access to the river and to the park.

The Gateway Unit of TRRP lies near the north end of Crows Landing Road and is accessible by crossing the 7th Street Bridge, then traveling east. The main entrance is planned to be at 10th Street and S. Morton Boulevard. At this time, riverbank restoration at the Gateway Unit of TRRP has been completed and many of the elevated walkways have been constructed. A fishing pier is expected to be built soon. Completion of the park and its amenities is expected to occur in 10 to 15 years, depending on the availability of grant funding.

Recent Changes

Shackelford Annexation In June 2012, Modesto completed the annexation of the Shackelford area. This is an area comprising about 140 acres, generally bounded by Crows Landing Road on the west, State Route 99 on the north, the Union Pacific Railroad right of way on the east, and Hatch Road on the south.

West Landing Annexation In late 2012, the adjacent City of Ceres annexed to the city 960 acres that lie along Modesto's southerly General Plan/Sphere of Influence boundary. The intersection of Crows Landing Road and Whitmore Avenue, which borders the newly-annexed territory, is 1.6 miles from the Crows Landing Road interchange with State Route 99 and 1.8 miles from the Whitmore Avenue interchange with State Route 99.

Full development of West Landing could result in up to 3,635 new single- and multi-family dwellings, 884,200 square feet of retail space, 383,910 square feet of office space, and 802,100 square feet of light industrial/business park space. There may also be 16 acres of land used for two elementary schools and 47 acres used for public parks. The most significant north-south roadway through the West Landing area is Crows Landing Road.

There is a potential for a very significant increase in automobile traffic on Crows Landing Road as the Ceres annexation area begins to develop. The capacity of the Service Road interchange is expected to increase substantially as the new Wal-Mart develops, providing a second high-capacity interchange for motorists in addition to the recently enlarged and realigned Whitmore Avenue interchange. However, there are four interchanges with State Route 99 within easy reach of the new area, three of which are in Ceres, providing new residents with four possible entrances to State Route 99. These interchanges include Crows Landing Road, Hatch Road, Whitmore Avenue, and Service Road, which are shown on **Figure 10**.

Issues Summary

When it was first built, apparently in the early 20th century, Crows Landing Road seems to have been intended to provide access from farmland south of Modesto to downtown Modesto. The construction of the Lion Bridge in 1916 provided roadway access to downtown, which was home to interregional passenger and freight rail service near the site of the existing Transportation Center. Gradually, the area along Crows Landing Road nearest the bridge was developed with houses. As Modesto grew, traffic on Crows Landing Road grew, too, and in the 1960s, State Route 99 was built through Modesto, crossing Crows Landing Road. During that same period, commercial and industrial businesses were located along and near Crows Landing Road. Some industries located in the area for access to the Union Pacific Railroad spur lines. Over the years, parts of Crows Landing Road were widened to facilitate traffic flows, however, Crows Landing Road remains at the center of existing neighborhoods.

Today's Crows Landing Road continues to serve a large residential population, as well as commercial properties and industrial users. There is substantial commercial truck traffic mixed with private vehicles, bicycles, and pedestrians. Modesto performed traffic counts in 2013. For a more detailed analysis, directional counts and truck counts (2014) were also taken at the Hatch Road and Whitmore Avenue intersections. Collisions are more common south of Hatch Road with hot spots appear at Whitmore Avenue (injury vehicle collisions), Glenn Avenue (pedestrian fatalities, injury and non-injury vehicle collisions), Winmoore Way (pedestrian injury, injury and non-injury vehicle collisions), and Amador Avenue (pedestrian fatality and injuries, bicycle injury collisions, injury and non-injury vehicle collisions. Collisions are less common north of Hatch Road, but trouble spots exist at Blankenburg Avenue (pedestrian fatality), School Avenue (non-injury vehicle collisions), Zeff Road (non-injury vehicle and injury bicycle collisions), and generally at driveway and ramps throughout the corridor (injury and non-injury vehicle collisions).

The overarching goals of this project are to improve safety, function, and aesthetics along Crows Landing Road for all users in order to support and enhance economic activity and a vibrant neighborhood. Issues addressed as part of this study include:

- Difficult, unprotected pedestrian crossings; crossing distances too great
- High traffic speeds and volumes
- Street signage and markings are difficult to see, particularly at night
- Balancing truck and automobile traffic with pedestrian and bicycle needs
- Lack of bike infrastructure
- Improving appearance of the public right of way with landscaping
- Improving roadway surface
- Sidewalks are narrow, discontinuous, absent in some places, and are often obstructed
- Some traffic signals are too close together, resulting in obstructed intersections
- Left turns from intersecting streets are often difficult or unprotected
- Development pattern is not pedestrian friendly (many driveways across sidewalk, parking lots in front of buildings)

Chapter 2: Options

Existing Roadway Summary

Crows Landing Road, as it exists today, has 100 feet of right of way from State Route 99 to Modesto's Sphere of Influence boundary at Whitmore Avenue with a small segment 105 feet wide. North of State Route 99, the right of way varies from about 60 to 90 feet. The road is designed with limited, narrow raised medians at School Avenue, Hatch Road, and Butte Avenue/Winmoore Avenue. Marked crosswalks are currently located at School Avenue, Hatch Road, Amador Avenue, and Whitmore Avenue. There are no bicycle lanes and sidewalks are absent in some places, obstructed in others, and narrow where they exist along much of Crows Landing Road. The design speed for this road is 45 miles per hour and the posted speed limit is 35 miles per hour from S. 7th Street to Hatch Road and 40 miles per hour from Hatch Road to Whitmore Avenue.

Collisions are fairly common at some intersections and uncommon at others. Four pedestrian fatalities (two at Glenn Avenue) indicate a need for improving safety for pedestrians in particular, although the five bicycle-involved collisions, of which 80 percent were injury collisions, also indicate a need for improved conditions for bicycle riders. Collisions involving pedestrians and bicycle riders are especially dangerous; careful consideration must be given to reducing those collisions. Although motor vehicle-only collisions have lower injury rates, it is both possible and desirable to reduce injury and collision rates for motorists. The entire corridor is being evaluated for safety improvements, with special attention given to intersections with severe or a high number of collisions.

Planned Roadway Summary

Modesto's General Plan shows Crows Landing Road as a six-lane principal arterial, which is 127 feet wide with bike lanes. As shown on many of the following pages, widening Crows Landing Road would mean significant changes for many businesses. Modesto's practice is to acquire additional right of way from property owners when they seek new entitlements, such as when subdividing or rezoning property. This method of right of way acquisition is inexpensive, but very slow and reduces the amount of land available for development. Additionally, widening the road increases the distance needed for pedestrians to cross the road and the time they must spend in the roadway in order to cross. Widening a roadway tends to increase the speed at which motorists travel, as well, which has the effect of increasing the severity of collisions.

Possible Options Summary

The challenge of planning the Crows Landing Road corridor is to balance the needs of and improve safety for all users of the roadway, including commercial trucks. Intersections that need particular attention include Whitmore, Amador, Glenn, Imperial, Algen, and Blankenburg Avenues and Winmoore Way, although the entire corridor is being considered for safety improvements. Two major options were considered: (1) developing Crows Landing Road as planned in the 1995 General Plan as a six-lane, 127-foot wide principal arterial from S. 7th Street to Whitmore Avenue and (2) reallocating the existing 100-foot right of way from State Route 99 to Whitmore Avenue. Option 2 includes two sub-options for the segment between State Route 99 and South 7th Street: (1) developing the road to 100 feet and (2) reallocating existing right of way with minor widening to 60 feet and possible relinquishment of some right of way in excess of 60 feet.

Pedestrian Safety

There are several ways to improve safety for pedestrians crossing a road. The crossing distance can be reduced by narrowing the road and/or adding raised medians, and traffic speeds can be reduced. Mid-block crosswalks can be added where crossings are common and marked crosswalks. Crossing times can be increased at traffic signals. Lighted crosswalks or lighted crosswalk warnings can be installed and overhead pedestrian crossings can be built. Traffic operating speeds can be reduced by narrowing travel lanes or reducing the number of travel lanes. Reducing the actual or perceived width of the roadway can also reduce operating speeds by adding raised medians, reducing lane widths, adding bike lanes, and adding trees at the roadway edge or the median, or both. Increasing pedestrian safety through these measures has the additional benefit of reducing the frequency and severity of collisions between cars and between cars and bicycles.

Outstanding Issues

As was noted in the Existing Conditions Report, the City of Modesto has jurisdiction over areas within its boundaries and much of Crows Landing Road lies outside of Modesto. However, it is the policy of Stanislaus County to implement Modesto's policies when development occurs in areas that will eventually be annexed to Modesto. This includes the entire corridor from S. 7th Street to Whitmore Avenue. Within its boundaries, Modesto can implement improvements as money becomes available or as new development occurs. Outside of its boundaries, Modesto's ability to make improvements is limited to agreements that can be reached with Stanislaus County.

Butte Avenue The first 255 linear feet of Butte Avenue west of Crows Landing Road is not deeded public right of way, although it is paved and the north side of the road is finished with curb, gutter, and sidewalk.. Right of way issues may pose some impediment to improvements and will need to be clarified and resolved prior to future annexation.

Segment North of State Route 99 The portion of Crows Landing Road that lies between State Route 99 (SR 99) and S. 7th Street ranges between 60 and 90 feet. The public right of way is partially paved and lacks sidewalks, curb, and gutter. In order to make improvements that are more than temporary along this segment, various decisions must be made, some of which may include right of way acquisition or relinquishment. Decisions related to right of way width are shown at 127 feet (6 travel lanes), 100 feet (4 travel lanes), and 60 feet (2 travel lanes). Other finished widths are possible, these widths are simply examples of how various widths might function. Each of these options includes bicycle facilities and sidewalks. This roadway is an important connection between downtown and South Modesto.

State Route 99 Overcrossing and Interchange The Crows Landing Road overcrossing of State Route 99 (SR 99) is 65 feet wide. The traveled roadway is 50 feet wide, which includes two through lanes, a right-turn lane for northbound SR 99 and a left-turn pocket for southbound SR 99. There is a raised concrete shoulder on either side of the traveled roadway, too narrow to comfortably or safely accommodate a pedestrian (about two feet wide). The interchange is a half diamond configuration with both northbound and southbound on- and off-ramps. Some truck traffic uses the Crows Landing Road interchange, but the interchange is mostly used by passenger vehicles. Widening the northern segment of Crows Landing Road to four lanes from the existing two lanes without rebuilding and enlarging the interchange would create a bottleneck at the bridge and would draw more regional and truck traffic north of Hatch Road to 7th Street. Whether the northern segment of Crows Landing Road will be widened to four lanes and the timing of any widening or whether the road will remain at two lanes will not be decided in this study. The disposition of the northern segment (north of SR 99) will affect the magnitude of funding committed to any future changes to Crows Landing Road interchange.

7th Street Bridge Replacement The existing 7th Street Bridge, also known as the Lion Bridge, is scheduled to be replaced. This is a joint project of Stanislaus County and the City of Modesto, with the County taking the lead. The bridge replacement extends to the landings on both sides of the Tuolumne River and ends at the Crows Landing Road intersection with 7th Street. Although the bridge is historic, the structure is in poor condition and cannot be rehabilitated, due to its design. The bridge may be rebuilt with two travel lanes, bicycle facilities, and sidewalks or it may be rebuilt with four travel lanes, bicycle facilities, and sidewalks. A traffic signal will control the intersection of 7th Street and Crows Landing Road. Modesto is working with Stanislaus County to ensure that the Crows Landing Road corridor planning effort and the bridge planning effort are complementary.

Whitmore Avenue The Whitmore Avenue intersection is under the jurisdictions of Stanislaus County and the cities of Ceres and Modesto. Because Ceres has annexed the area south of Whitmore Avenue, it will be responsible for improving half of the Crows Landing Road intersection. Modesto will coordinate improvements at this intersection with both Ceres and Stanislaus County.

Implementing Roadway Improvements

For simplicity, improvements have been categorized as "short-term," "intermediate- or mid-term," and "long-term." Practically speaking, the timing of all improvements is affected by jurisdictional issues and cost. Some improvements are relatively inexpensive and can be implemented more quickly, while others are most costly and won't be implemented until new development occurs.

Short-Term Actions: resurface and restripe roadway and add bicycle facilities, maintain street lighting, install marked crosswalks at some intersections, increase size of street signs
Intermediate-Term Actions: install mid-block crosswalks and warning lights, install raised medians/pedestrian refuges at limited locations, add street signs to medians, remove signal at Butte Avenue
Long-Term Actions: install street trees, install complete raised medians and mid-block pedestrian crossings, add street signs to medians, install bulbouts, widen roadway, install pedestrian overcrossing

Option 1: 1995 General Plan, 6-Lane Principal Arterial, 127 Feet of Right of Way

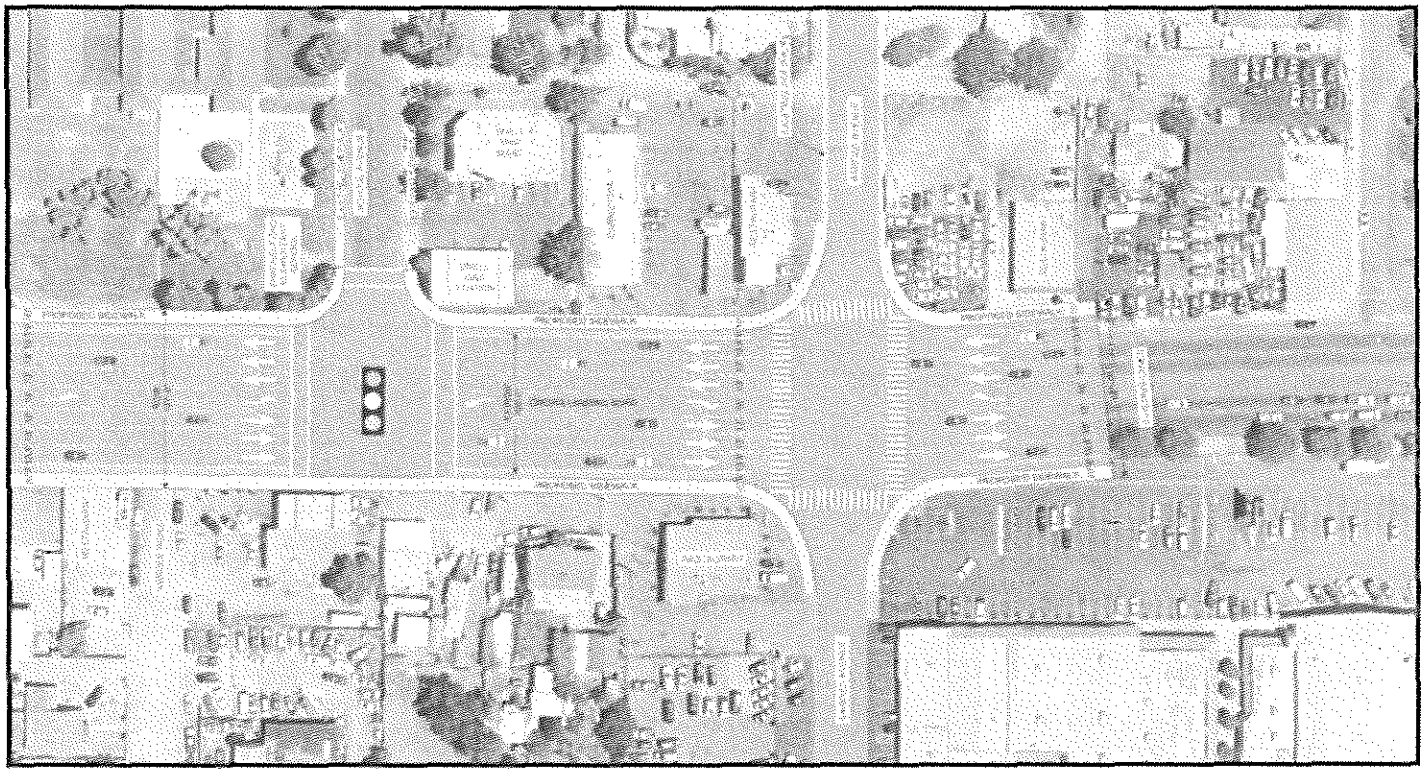


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Figure 1.1
Option 1
127-Foot 6-Lane Arterial
School Avenue to Barozzi Avenue

Number of Travel Lanes:	6	Sidewalk Width:	10 feet	Enhanced Street Signs:	Will hang from traffic signals
Lane Width:	13-13.5 feet	Bike Lane:	Yes	Marked Crosswalks:	At traffic signals
Two-Way Turn Lane:	Yes	Bike Lane Width:	6 feet	Typical Crossing Distance:	117 feet
Two-Way Turn Lane Width	16 feet	Street Trees:	Possible	Typical Crossing Time:	33 seconds
Target Speed:	35 mi/hr	Raised Median:	None		
Intersection Curb Radius:	30 and 60 feet	Raised Median Width:	not applicable		
Turning Movements from CL Road:	Left and right, all intersections and driveways				

Note: Above-ground utilities (electrical poles, fire hydrants) will need to be relocated.

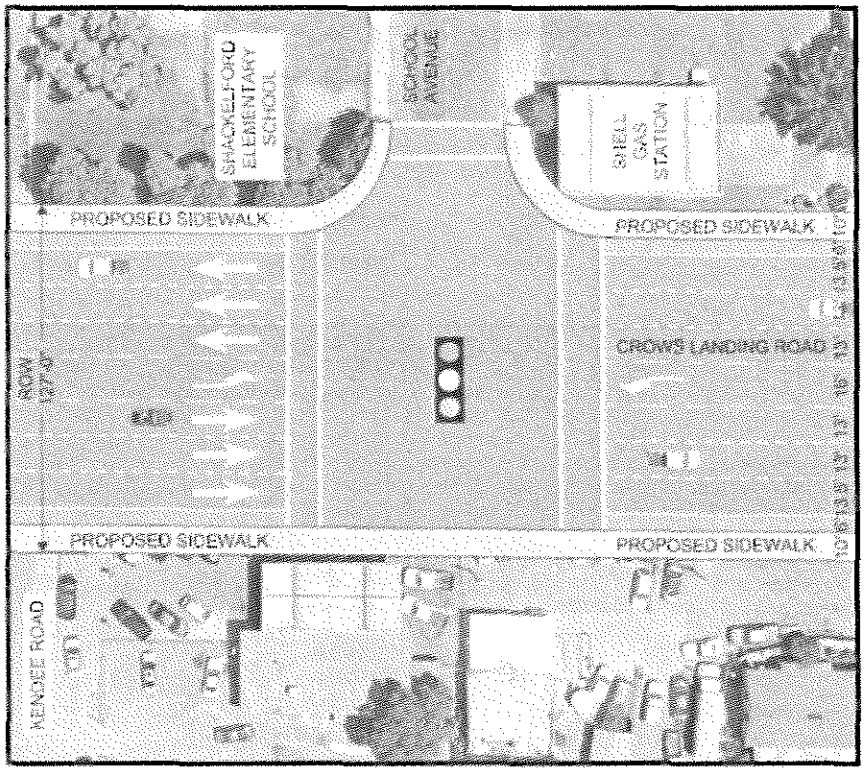

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Figure 1.2
Option 1
127-Foot 6-Lane Arterial
School Avenue Intersection

Number of Travel Lanes:	6	Sidewalk Width:	10 feet	Enhanced Street Signs:	Will hang from traffic signal arm
Lane Width:	13-13.5 feet	Bike Lane:	Yes	Marked Crosswalks:	Yes
Two-Way Turn Lane:	No	Bike Lane Width:	6 feet	Typical Crossing Distance:	117 feet
Two-Way Turn Lane Width	n/a	Street Trees:	Possible	Typical Crossing Time:	33 seconds
Target Speed:	35 mi/hr	Raised Median:	None		
Intersection Curb Radius:	30 and 60 feet	Raised Median Width:	not applicable		
Turning Movements from CL Road:	Left and right, all approaches				

Note: Above-ground utilities (electrical poles, fire hydrants) will need to be relocated.

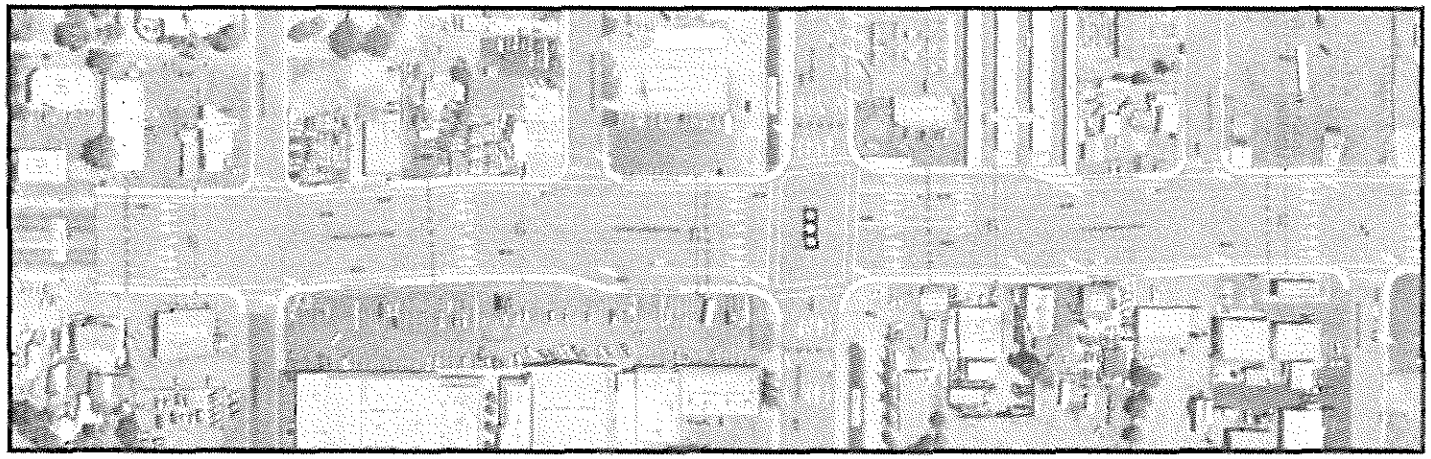

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Figure 1.3
Option 1
127-Foot 6-Lane Arterial
Barozzi Avenue to Amador Avenue

Number of Travel Lanes:	6	Sidewalk Width:	10 feet	Enhanced Street Signs:	Will hang from traffic signal arm
Lane Width:	13-13.5 feet	Bike Lane:	Yes	Marked Crosswalks:	No
Two-Way Turn Lane:	Yes	Bike Lane Width:	6 feet	Typical Crossing Distance:	117 feet
Two-Way Turn Lane Width	16 feet	Street Trees:	Possible	Typical Crossing Time:	33 seconds
Target Speed:	35 mi/hr	Raised Median:	None		
Intersection Curb Radius:	30 and 60 feet	Raised Median Width:	not applicable		
Turning Movements from CL Road:	Left and right, all intersections and driveways				

Note: Above-ground utilities (electrical poles, fire hydrants) will need to be relocated.

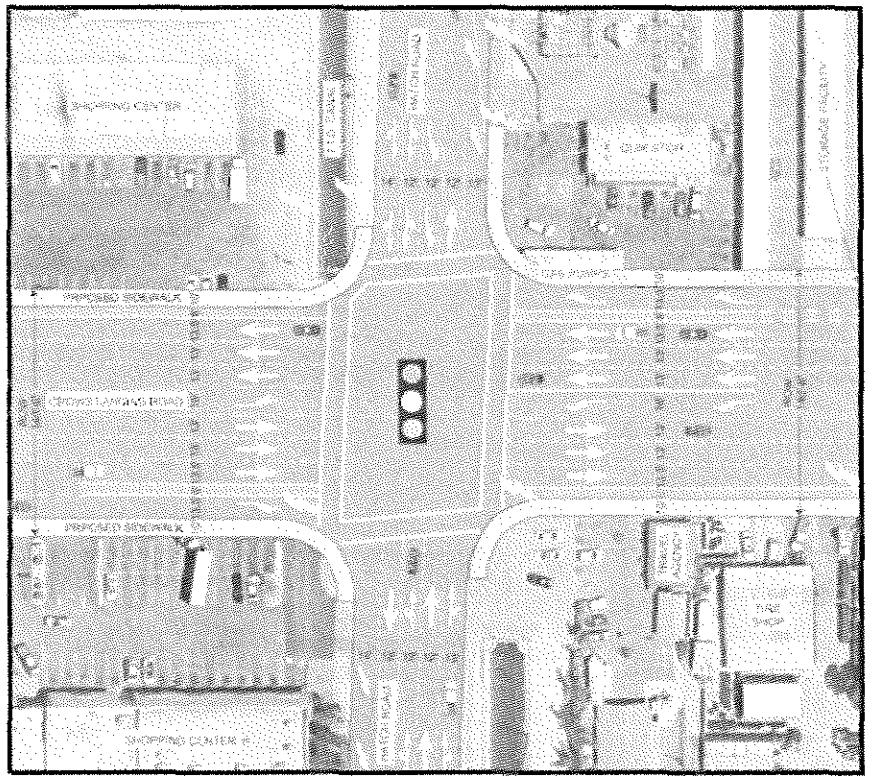

Figure 1.4
Option1
127-Foot 6-Lane Arterial
Hatch Road Intersection

Number of Travel Lanes:	6	Sidewalk Width:	10 feet	Enhanced Street Signs:	Will hang from traffic signal arm
Lane Width:	13-13.5 feet	Bike Lane:	Yes	Marked Crosswalks:	Yes
Two-Way Turn Lane:	Yes	Bike Lane Width:	6 feet	Typical Crossing Distance:	117 feet
Two-Way Turn Lane Width	16 feet	Street Trees:	Possible	Typical Crossing Time:	33 seconds
Target Speed:	35 mi/hr	Raised Median:	None		
Intersection Curb Radius:	60 feet	Raised Median Width:	not applicable		
Turning Movements from CL Road:	Left and right, all approaches				

Note: All above-ground utilities (electrical poles, fire hydrants) will need to be relocated.

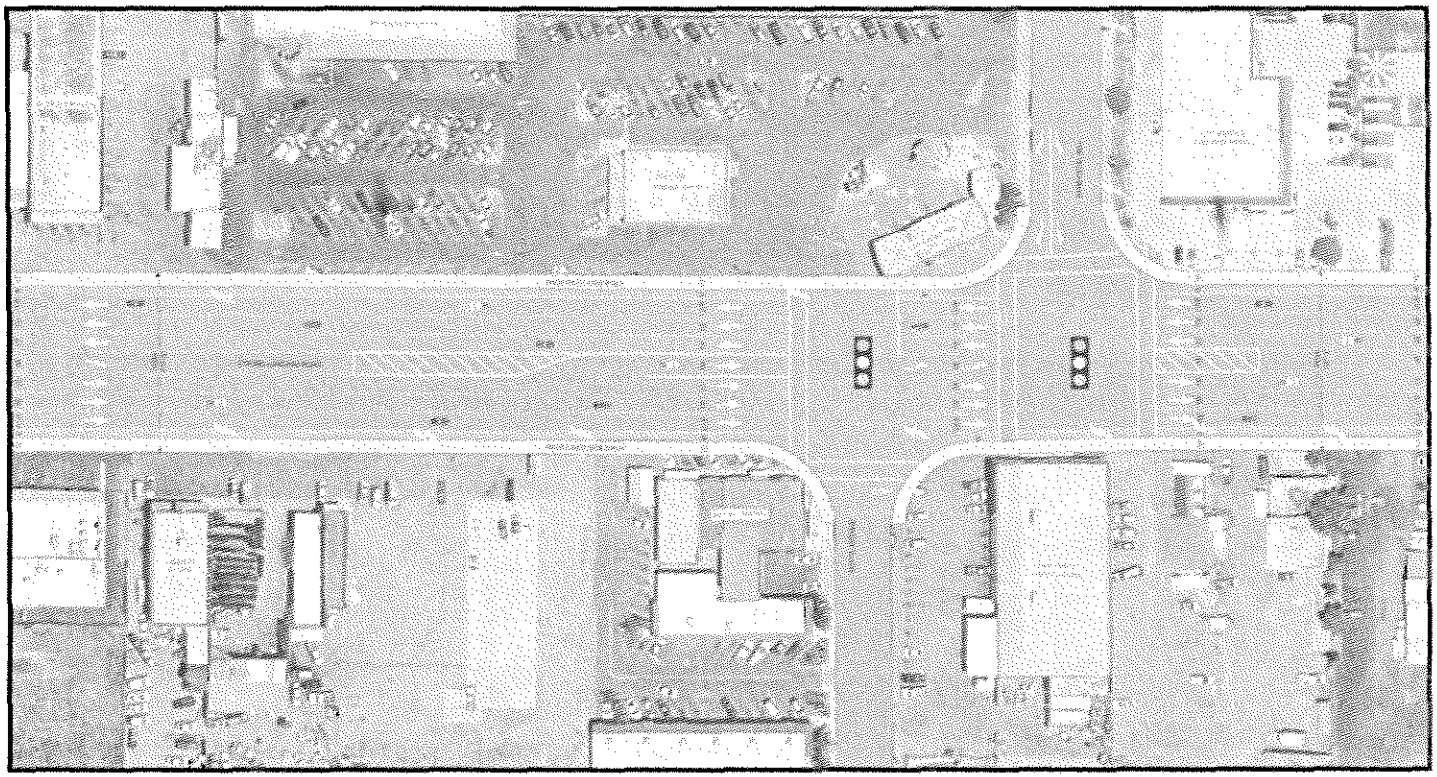

Figure 1.5
Option 1
127-Foot Arterial
Winmoore Way Vicinity

Number of Travel Lanes:	6	Sidewalk Width:	10 feet	Enhanced Street Signs:	Will hang from traffic signal arm
Lane Width:	13-13.5 feet	Bike Lane:	Yes	Marked Crosswalks:	At signalized intersections
Two-Way Turn Lane:	Yes	Bike Lane Width:	6 feet	Typical Crossing Distance:	117 feet
Two-Way Turn Lane Width	16 feet	Street Trees:	Possible	Typical Crossing Time:	33 seconds
Target Speed:	35 mi/hr	Raised Median:	None		
Intersection Curb Radius:	30 and 60 feet	Raised Median Width:	not applicable		
Turning Movements from CL Road:	Left and right, all intersections and driveways				

Note: Above-ground utilities (electrical poles, fire hydrants) will need to be relocated.

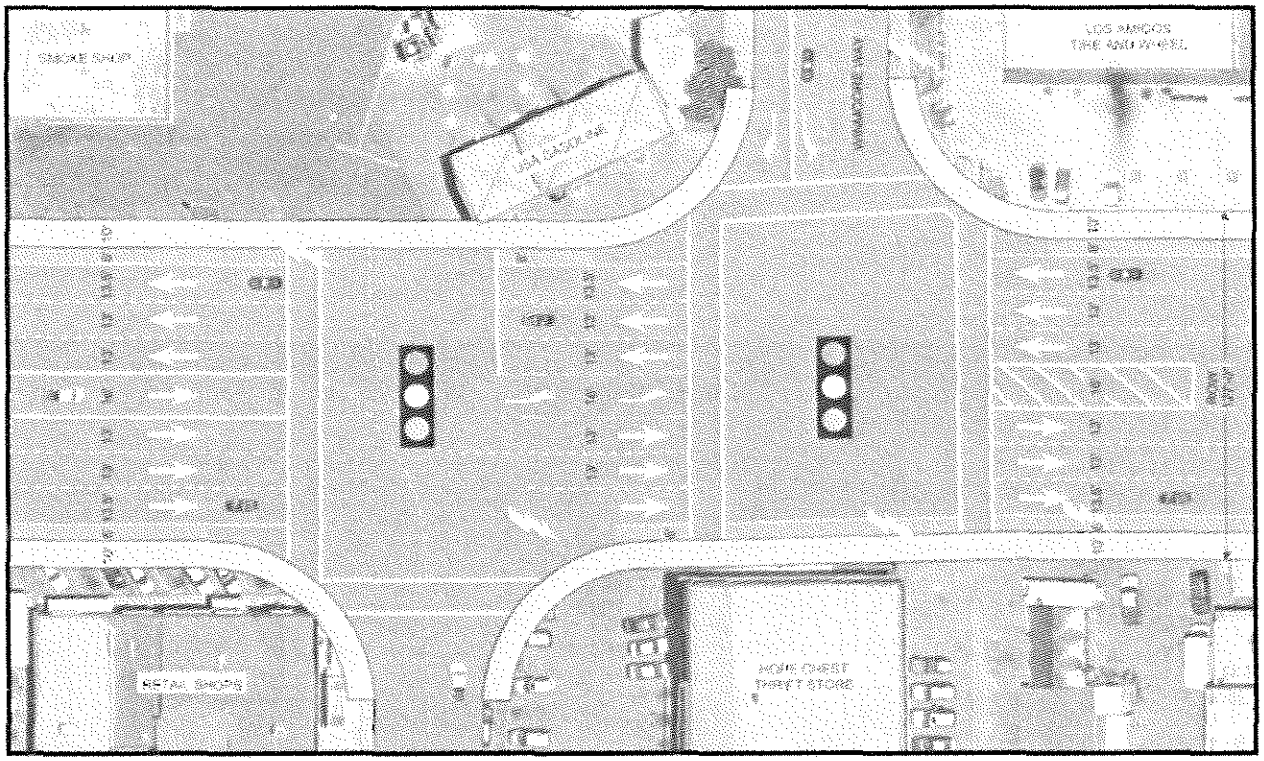

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Figure 1.6
Option 1
127-Foot 6-Lane Arterial
Winmoore Wy-Butte Ave Intersection

Number of Travel Lanes:	6	Sidewalk Width:	10 feet	Enhanced Street Signs:	Will hang from traffic signal arm
Lane Width:	13-13.5 feet	Bike Lane:	Yes	Marked Crosswalks:	Yes
Two-Way Turn Lane:	No	Bike Lane Width:	6 feet	Typical Crossing Distance:	117 feet
Two-Way Turn Lane Width	n/a	Street Trees:	Possible	Typical Crossing Time:	33 seconds
Target Speed:	35 mi/hr	Raised Median:	None		
Intersection Curb Radius:	30 and 60 feet	Raised Median Width:	not applicable		
Turning Movements from CL Road:	Left and right, all approaches				

Note: Above-ground utilities (electrical poles, fire hydrants) will need to be relocated.)

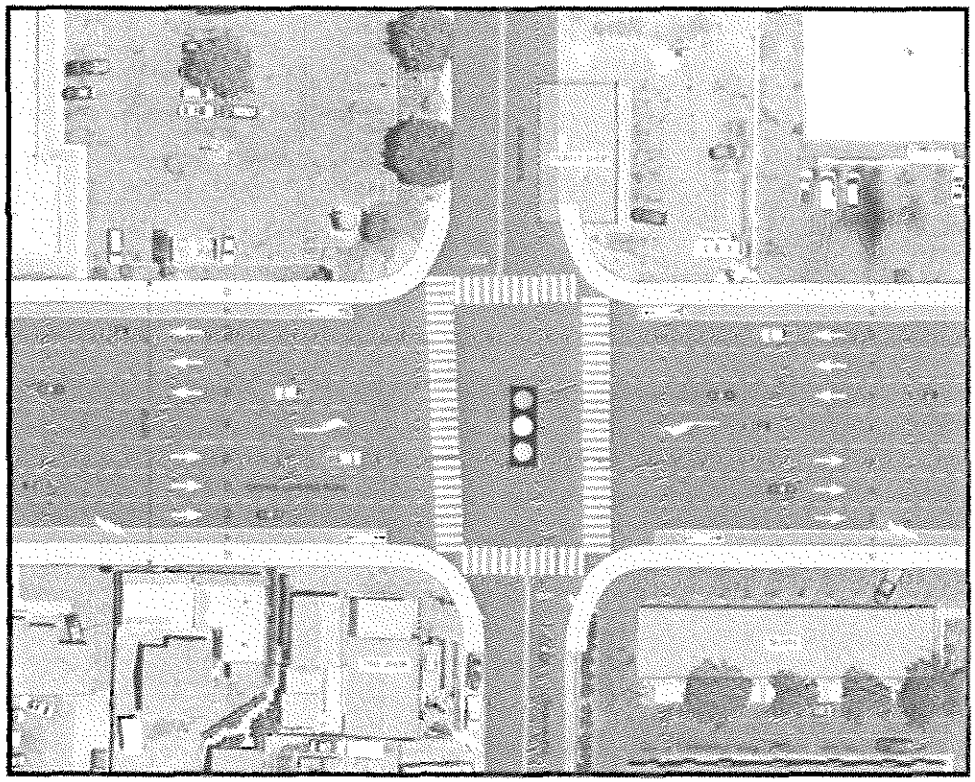

Figure 1.7
Option 1
127-Foot 6-Lane Arterial
Glenn Avenue - E. Glenn Avenue Intersection

Number of Travel Lanes:	6	Sidewalk Width:	10 feet	Enhanced Street Signs:	Can be placed in sidewalk
Lane Width:	13-13.5 feet	Bike Lane:	Yes	Marked Crosswalks:	No
Two-Way Turn Lane:	Yes	Bike Lane Width:	6 feet	Typical Crossing Distance:	117 feet
Two-Way Turn Lane Width	16 feet	Street Trees:	Possible	Typical Crossing Time:	33 seconds
Target Speed:	35 mi/hr	Raised Median:	None		
Intersection Curb Radius:	30 and 60 feet	Raised Median Width:	not applicable		
Turning Movements at This Intersection:	Left and right, all approaches				

Note: Above-ground utilities (electrical poles, fire hydrants) will need to be relocated.

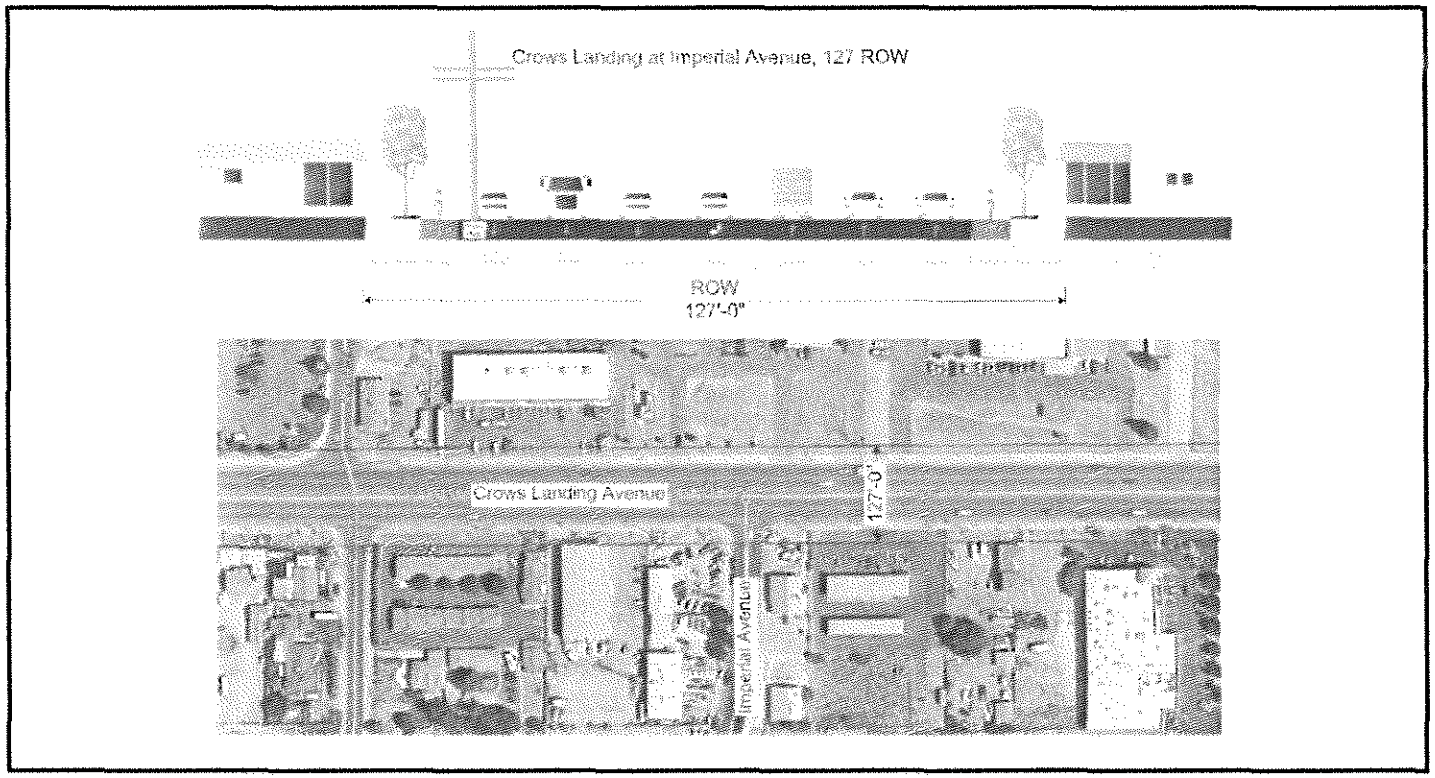

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Figure 1.8
Option 1
127-Foot 6-Lane Arterial
Imperial Ave Cross-Section

Number of Travel Lanes:	6	Sidewalk Width:	10 feet	Enhanced Street Signs:	Can be placed in sidewalk
Lane Width:	13-13.5 feet	Bike Lane:	Yes	Marked Crosswalks:	No
Two-Way Turn Lane:	Yes	Bike Lane Width:	6 feet	Typical Crossing Distance:	117 feet
Two-Way Turn Lane Width	16 feet	Street Trees:	Possible	Typical Crossing Time:	33 seconds
Target Speed:	35 mi/hr	Raised Median:	None		
Intersection Curb Radius:	30 and 60 feet	Raised Median Width:	not applicable		
Turning Movements from CL Road:	Left and right, all intersections and driveways				

Note: Above-ground utilities (electrical poles, fire hydrants) will need to be relocated.

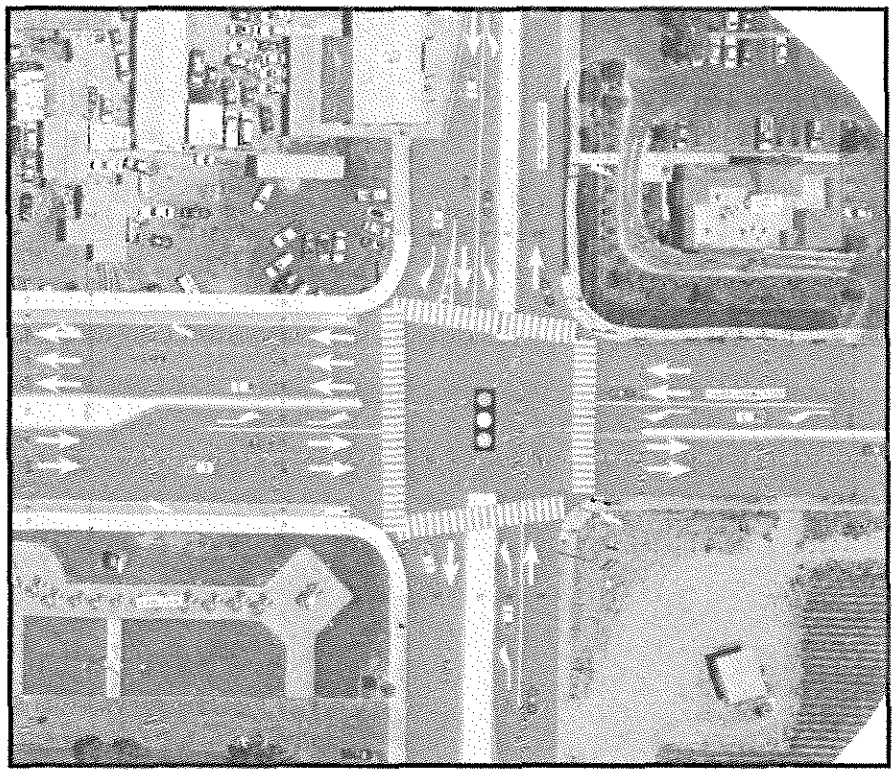

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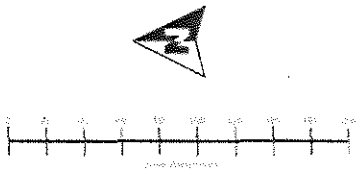
Figure 1.9
Option 1
127-Foot 6-Lane Arterial
Whitmore Avenue Intersection



Number of Travel Lanes:	6	Sidewalk Width:	10 feet	Enhanced Street Signs:	Will hang from traffic signal arm
Lane Width:	13-13.5 feet	Bike Lane:	Yes	Marked Crosswalks:	Yes
Two-Way Turn Lane:	No	Bike Lane Width:	6 feet	Typical Crossing Distance:	117 feet
Two-Way Turn Lane Width	n/a	Street Trees:	Possible	Typical Crossing Time:	33 seconds
Target Speed:	35 mi/hr	Raised Median:	None		
Intersection Curb Radius:	30 and 60 feet	Raised Median Width:	not applicable		
Turning Movements at This Intersection:	Left and right, all approaches				

Note: Above-ground utilities (electrical poles, fire hydrants) will need to be relocated.

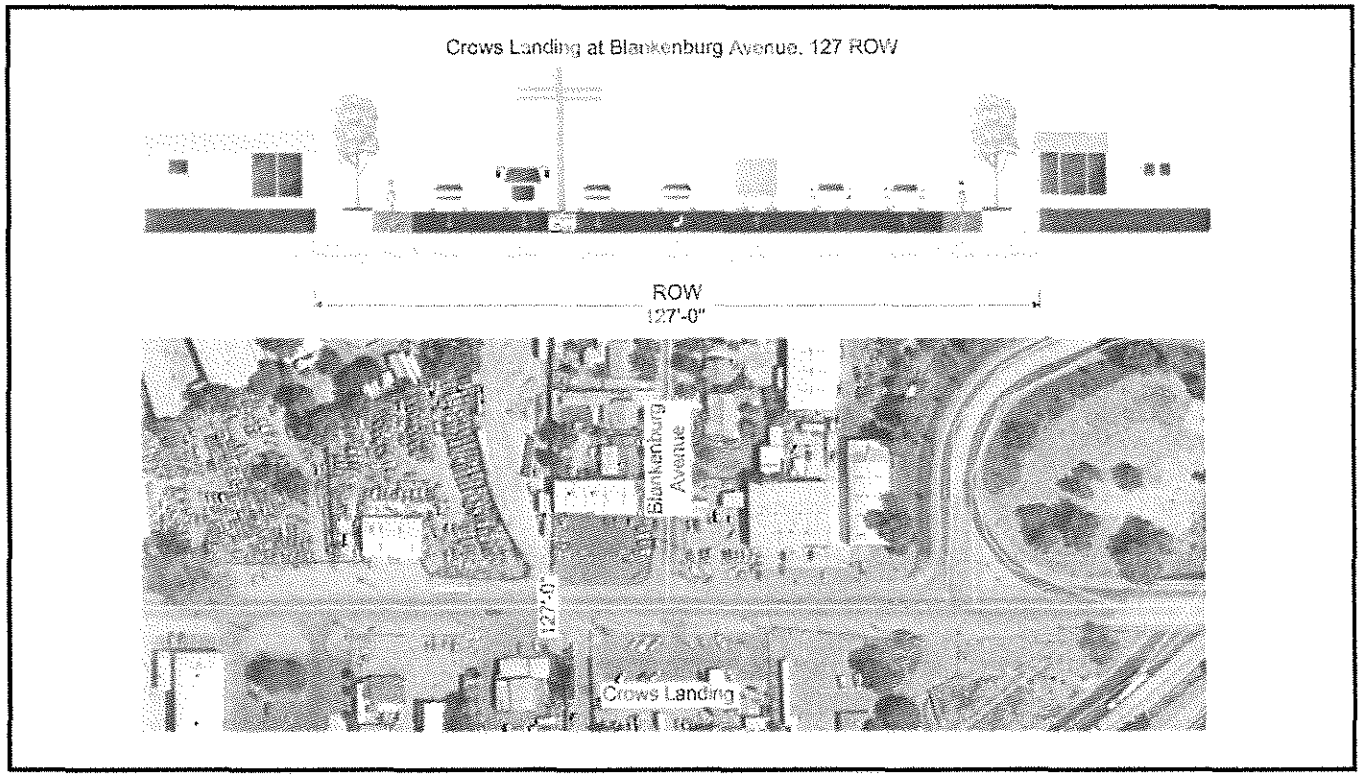


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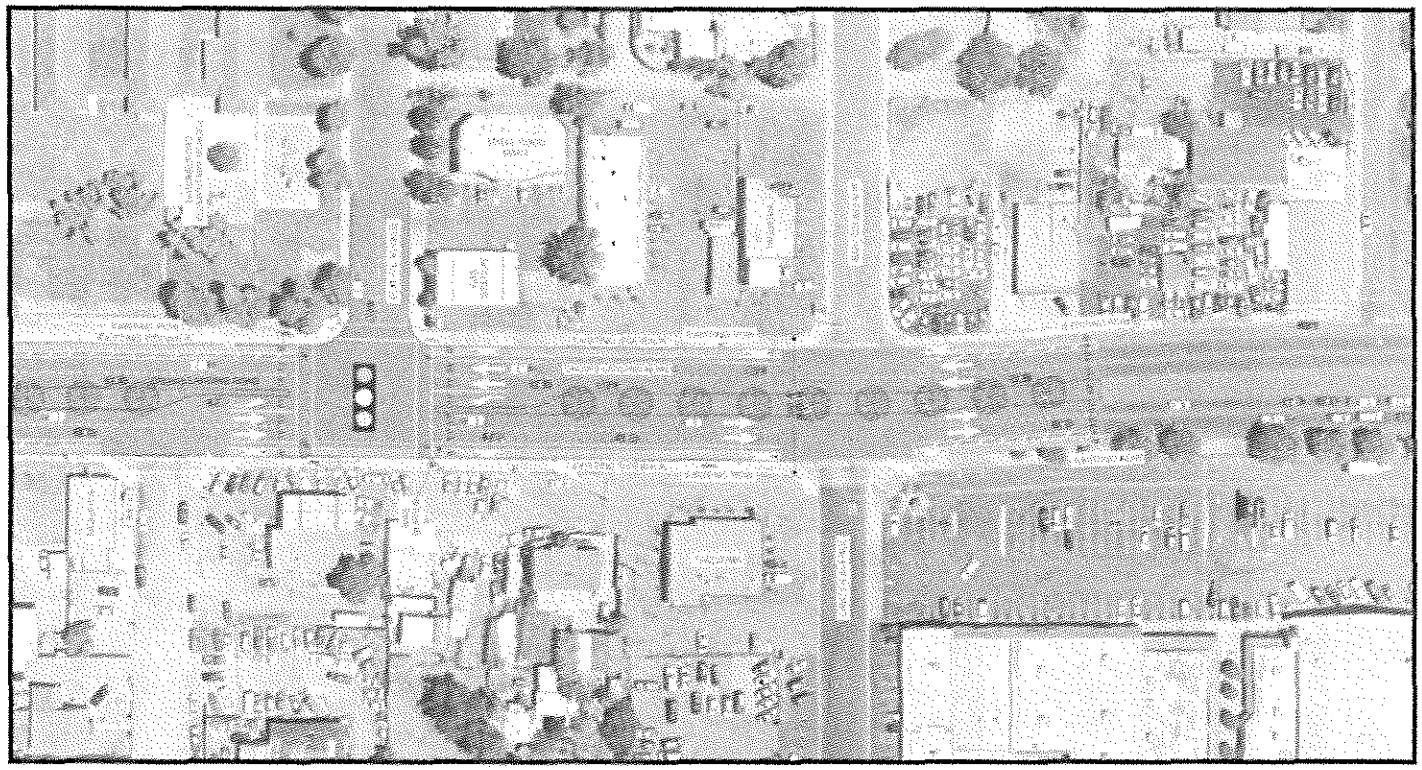
Figure 1.10
Option 1
127-Foot Arterial
Blankenburg Avenue Cross-Section

Number of Travel Lanes:	6	Sidewalk Width:	10 feet	Enhanced Street Signs:	Can be placed in sidewalk
Lane Width:	13-13.5 feet	Bike Lane:	Yes	Marked Crosswalks:	No
Two-Way Turn Lane:	No	Bike Lane Width:	6 feet	Typical Crossing Distance:	117 feet
Two-Way Turn Lane Width	n/a	Street Trees:	Possible	Typical Crossing Time:	33 seconds
Target Speed:	35 mi/hr	Raised Median:	None		
Intersection Curb Radius:	30 and 60 feet	Raised Median Width:	not applicable		

Turning Movements at Local Intersections: Left and right, all approaches

Note: Above-ground utilities (electrical poles, fire hydrants) will need to be relocated.

Option 2: Reallocate Existing 100-Foot Right of Way



MODESTO

Figure 2.1
Option 2
100-Foot Right of Way
School Avenue to Barozzi Avenue

Number of Travel Lanes:	4	Sidewalk Width:	10 feet	Enhanced Street Signs:	In raised median before intersection
Lane Width:	11 feet	Bike Lane:	Yes	Marked Crosswalks:	Yes
Two-Way Turn Lane:	No	Bike Lane Width:	6 feet + 4-foot buffer	Typical Crossing Distance:	80 feet (33 feet twice)
Two-Way Turn Lane Width	n/a	Street Trees:	Yes	Typical Crossing Time:	23 seconds total, (10 seconds twice)
Target Speed:	30 mi/hr	Raised Median:	Yes		
Intersection Curb Radius:	20 feet	Raised Median Width:	14 feet typical		
Turning Movements from CL Road:	Right in/out only except at signalized intersections				

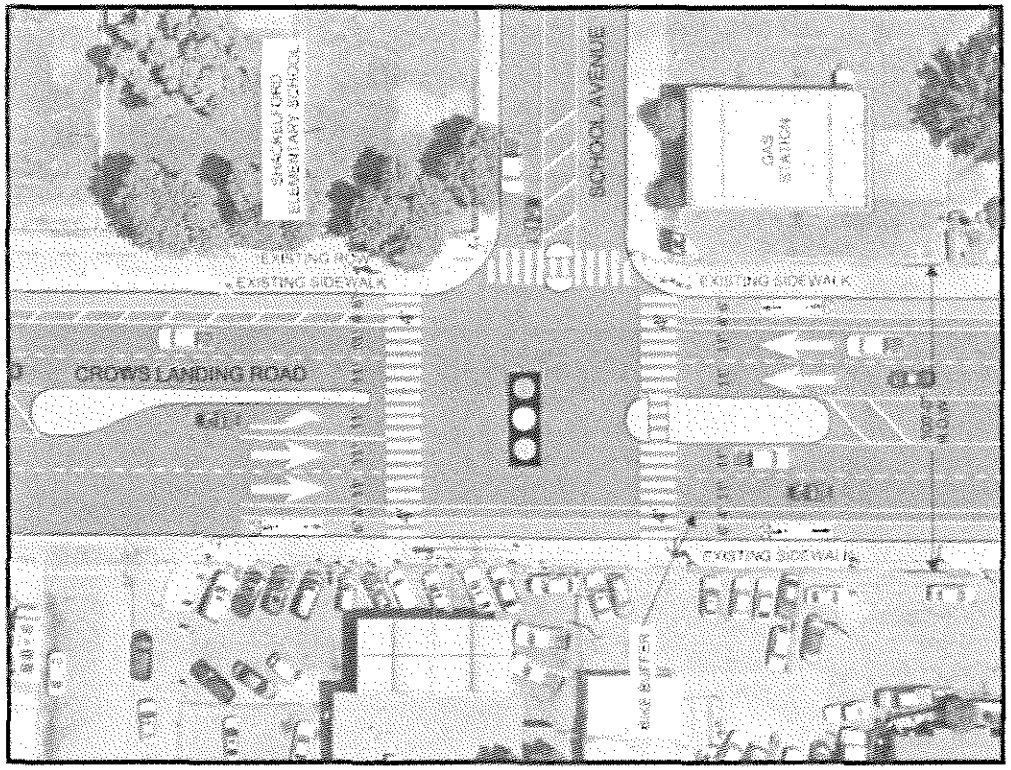


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Figure 2.2.a
Option 2
100-Foot Right of Way
School Avenue Intersection
Near- and Mid-Term Improvements

Number of Travel Lanes:	4	Sidewalk Width:	10 feet	Enhanced Street Signs:	In raised median before intersection
Lane Width:	11 feet	Bike Lane:	Yes	Marked Crosswalks:	Yes
Two-Way Turn Lane:	No	Bike Lane Width:	6 feet + 4-foot buffer	Typical Crossing Distance:	80 feet (33 feet twice)
Two-Way Turn Lane Width	n/a	Street Trees:	No	Typical Crossing Time:	23 seconds total (10 seconds twice)
Target Speed:	30 mi/hr	Raised Median:	Yes		
Intersection Curb Radius:	20 feet	Raised Median Width:	5 feet/14 feet		
Turning Movements from CL Road:	Left and right, all approaches				

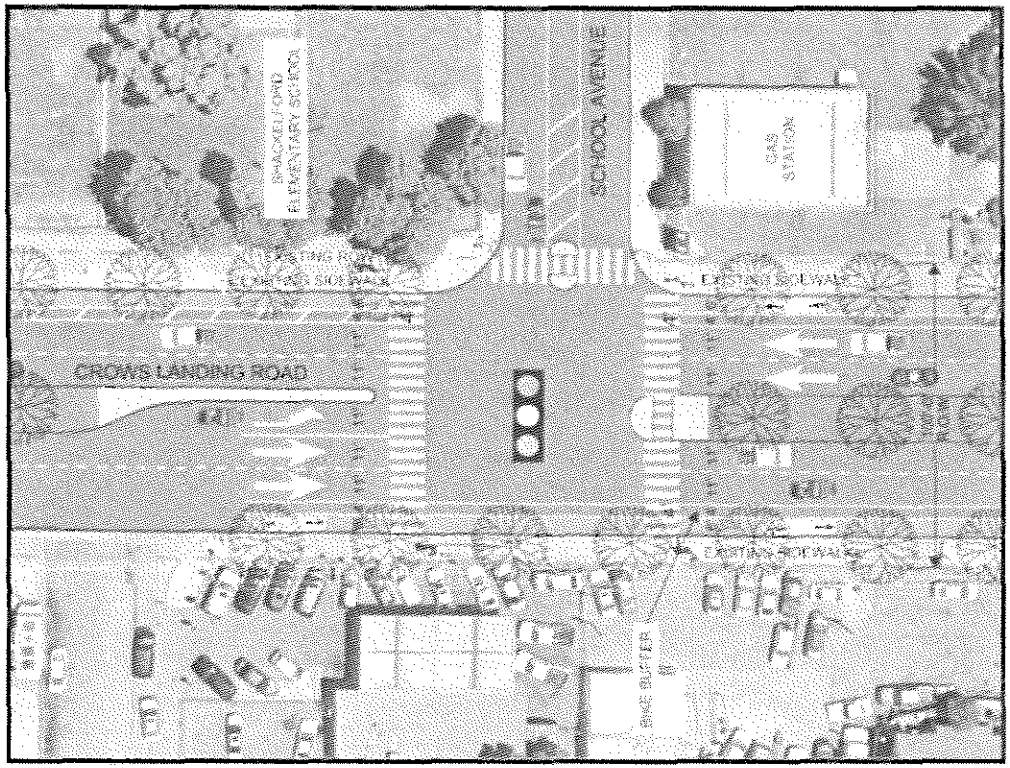

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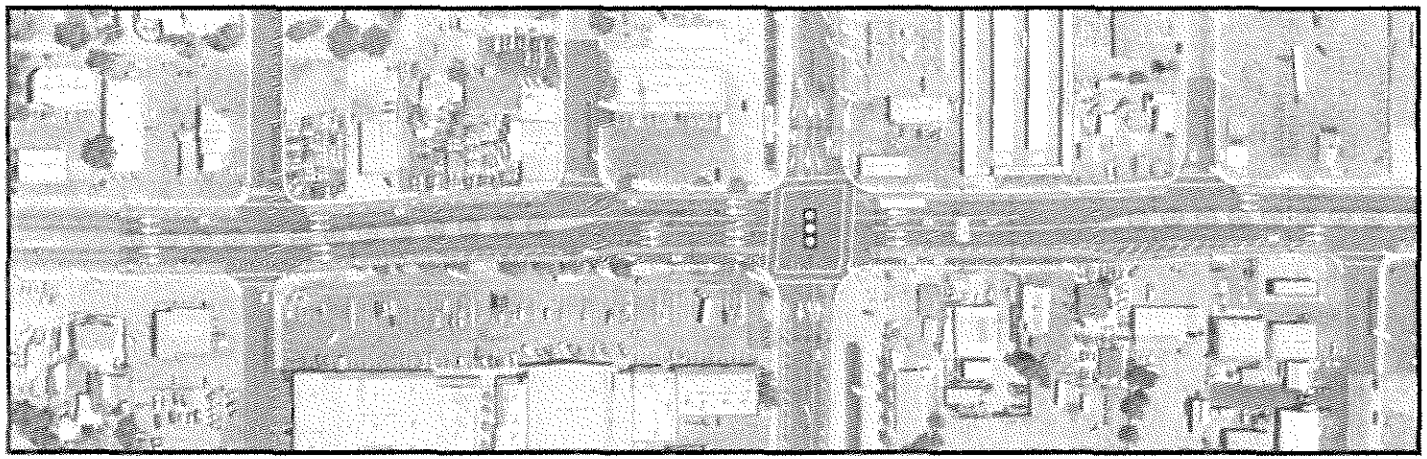
Figure 2.2.b
Option 2
100-Foot Right of Way
School Avenue Intersection
Long-Term Improvements

Number of Travel Lanes:	4	Sidewalk Width:	10 feet	Enhanced Street Signs:	In raised median before intersection
Lane Width:	11 feet	Bike Lane:	Yes	Marked Crosswalks:	Yes
Two-Way Turn Lane:	No	Bike Lane Width:	6 feet + 4-foot buffer	Typical Crossing Distance:	80 feet (33 feet twice)
Two-Way Turn Lane Width	n/a	Street Trees:	Yes	Typical Crossing Time:	23 seconds total (10 seconds twice)
Target Speed:	30 mi/hr	Raised Median:	Yes		
Intersection Curb Radius:	20 feet	Raised Median Width:	5 feet/14feet		
Turning Movements from CL Road:	Left and right, all approaches				



MODESTO

Figure 2.3
Option 2
100-Foot Right of Way
Barozzi Avenue to Amador Avenue

Number of Travel Lanes:	4	Sidewalk Width:	10 feet	Enhanced Street Signs:	In raised median before intersection
Lane Width:	11 feet	Bike Lane:	Yes	Marked Crosswalks:	Yes
Two-Way Turn Lane:	No	Bike Lane Width:	6 feet + 4-foot buffer	Typical Crossing Distance:	80 feet (33 feet twice)
Two-Way Turn Lane Width	n/a	Street Trees:	Yes	Typical Crossing Time:	23 seconds total (10 seconds twice)
Target Speed:	30 mi/hr	Raised Median:	Yes		
Intersection Curb Radius:	20 feet, except Hatch Road	Raised Median Width:	14 feet, typical		
Turning Movements from CL Road:	Right in/out only, except at signalized intersections				

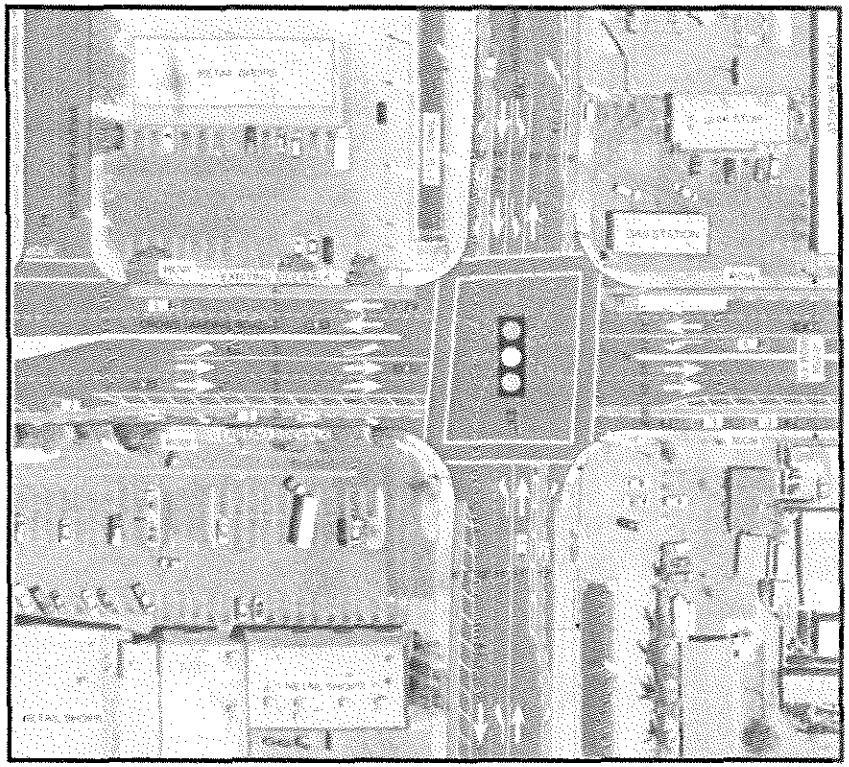


Figure 2.4.a
Option 2
100-Foot Right of Way
Hatch Road Intersection
Near- and Mid-Term Improvements

Number of Travel Lanes:	4	Sidewalk Width:	10 feet	Enhanced Street Signs:	In raised median before intersection
Lane Width:	11 feet	Bike Lane:	Yes	Marked Crosswalks:	Yes
Two-Way Turn Lane:	No	Bike Lane Width:	6 feet + 4-foot buffer	Typical Crossing Distance:	80 feet
Two-Way Turn Lane Width	n/a	Street Trees:	No	Typical Crossing Time:	23 seconds
Target Speed:	30 mi/hr	Raised Median:	Yes		
Intersection Curb Radius:	45 feet	Raised Median Width:	4 feet		
Turning Movements from CL Road:	Left and right, all approaches				

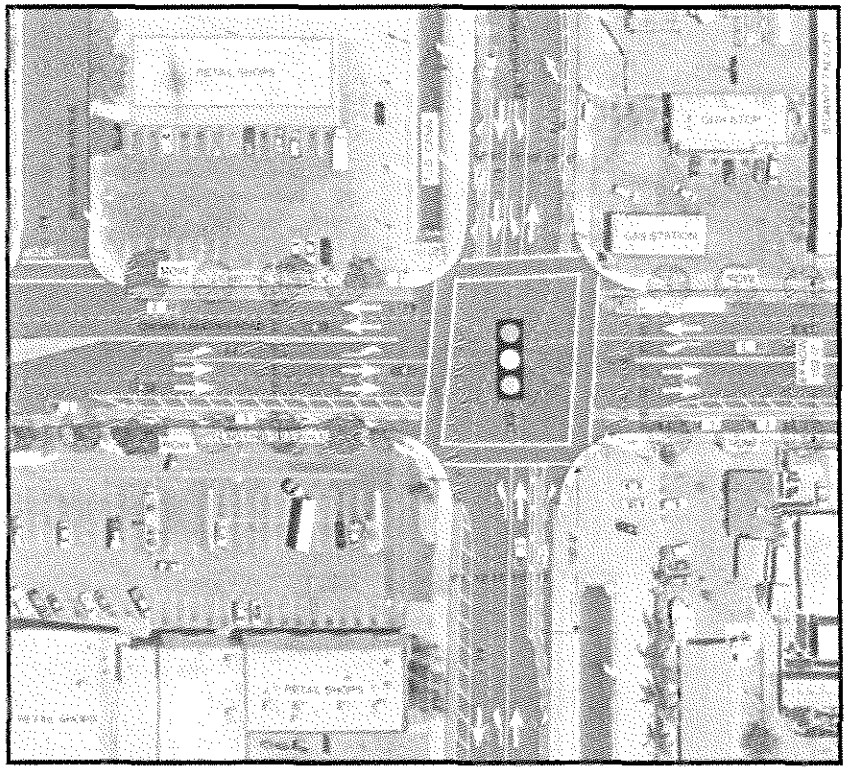
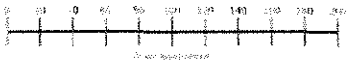
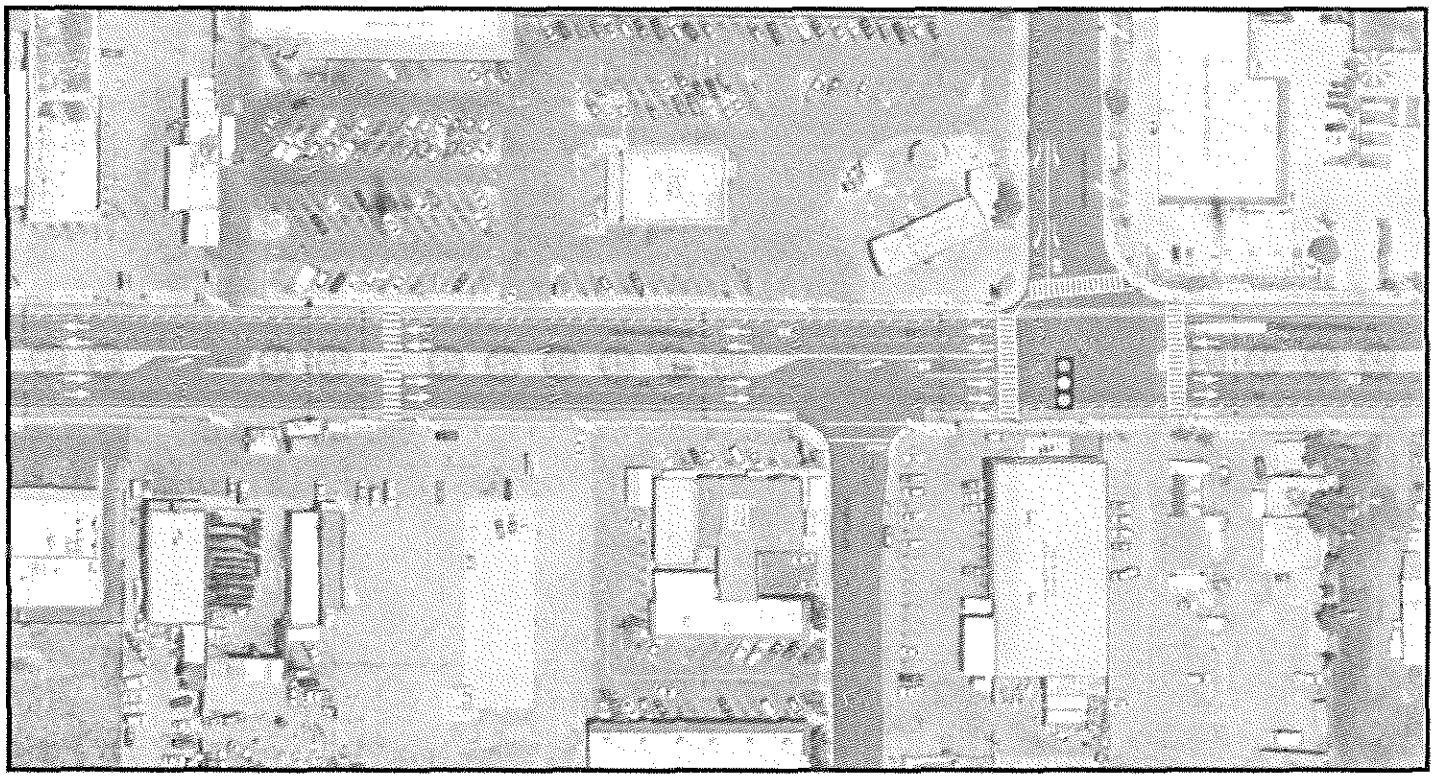


Figure 2.4.b
Option 2
100-Foot Right of Way
Hatch Road Intersection
Long-Term Improvements



Number of Travel Lanes:	4	Sidewalk Width:	10 feet	Enhanced Street Signs:	In raised median before intersection
Lane Width:	11 feet	Bike Lane:	Yes	Marked Crosswalks:	Yes
Two-Way Turn Lane:	No	Bike Lane Width:	6 feet + 4-foot buffer	Typical Crossing Distance:	80 feet
Two-Way Turn Lane Width	n/a	Street Trees:	Yes	Typical Crossing Time:	23 seconds
Target Speed:	30 mi/hr	Raised Median:	Yes		
Intersection Curb Radius:	45 feet	Raised Median Width:	4 feet		
Turning Movements from CL Road:	Left and right, all approaches				

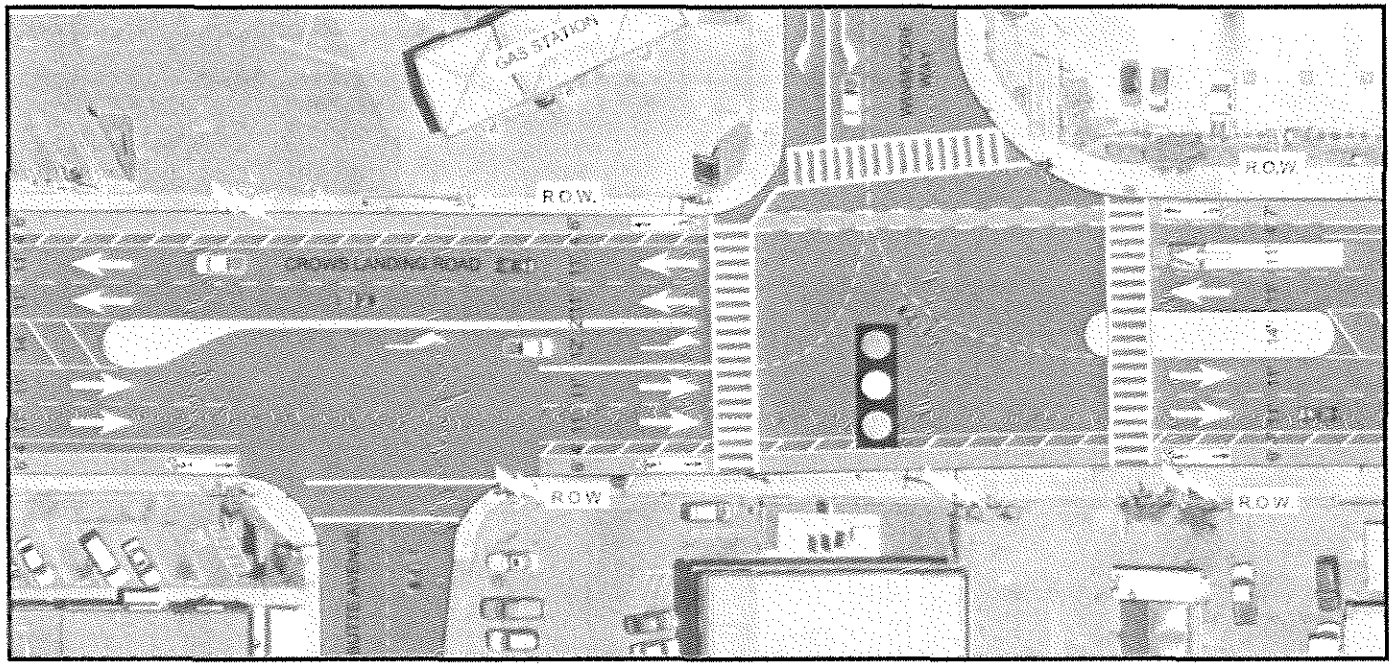


MODESTO

Figure 2.5
Option2
100-Foot Right of Way
Winmoore Way Vicinity

Number of Travel Lanes:	4	Sidewalk Width:	10 feet	Enhanced Street Signs:	In raised median before intersection
Lane Width:	11 feet	Bike Lane:	Yes	Marked Crosswalks:	Yes
Two-Way Turn Lane:	No	Bike Lane Width:	6 feet + 4-foot buffer	Typical Crossing Distance:	80 feet (33 feet twice)
Two-Way Turn Lane Width	n/a	Street Trees:	Yes	Typical Crossing Time:	23 seconds total (10 seconds twice)
Target Speed:	30 mi/hr	Raised Median:	Yes		
Intersection Curb Radius:	20 feet, 25/60 feet	Raised Median Width:	14 feet		
Turning Movements from CL Road:	Right in/out only except at signalized intersections and one midblock turn pocket				

Note: Signal at Butte Avenue would be removed when raised median is built.



MODESTO

Figure 2.6.a
Option 2
100-Foot Right of Way
Winmoore Way-Butte Avenue Intersection
Near- and Mid-Term Improvements

Number of Travel Lanes:	4	Sidewalk Width:	10 feet	Enhanced Street Signs:	In raised median before intersection
Lane Width:	11 feet	Bike Lane:	Yes	Marked Crosswalks:	Yes
Two-Way Turn Lane:	No	Bike Lane Width:	6 feet + 4-foot buffer	Typical Crossing Distance:	80 feet (39 or 33 feet twice)
Two-Way Turn Lane Width	n/a	Street Trees:	No	Typical Crossing Time:	23 seconds total (11 or 10 seconds twice)
Target Speed:	30 mi/hr	Raised Median:	Yes		
Intersection Curb Radius:	20 feet, 25/60 feet	Raised Median Width:	2 feet/14 feet		

Turning Movements at This Intersection: Right in/out only except at signalized intersections.

Note: Signal at Butte Avenue would be removed when median is built.

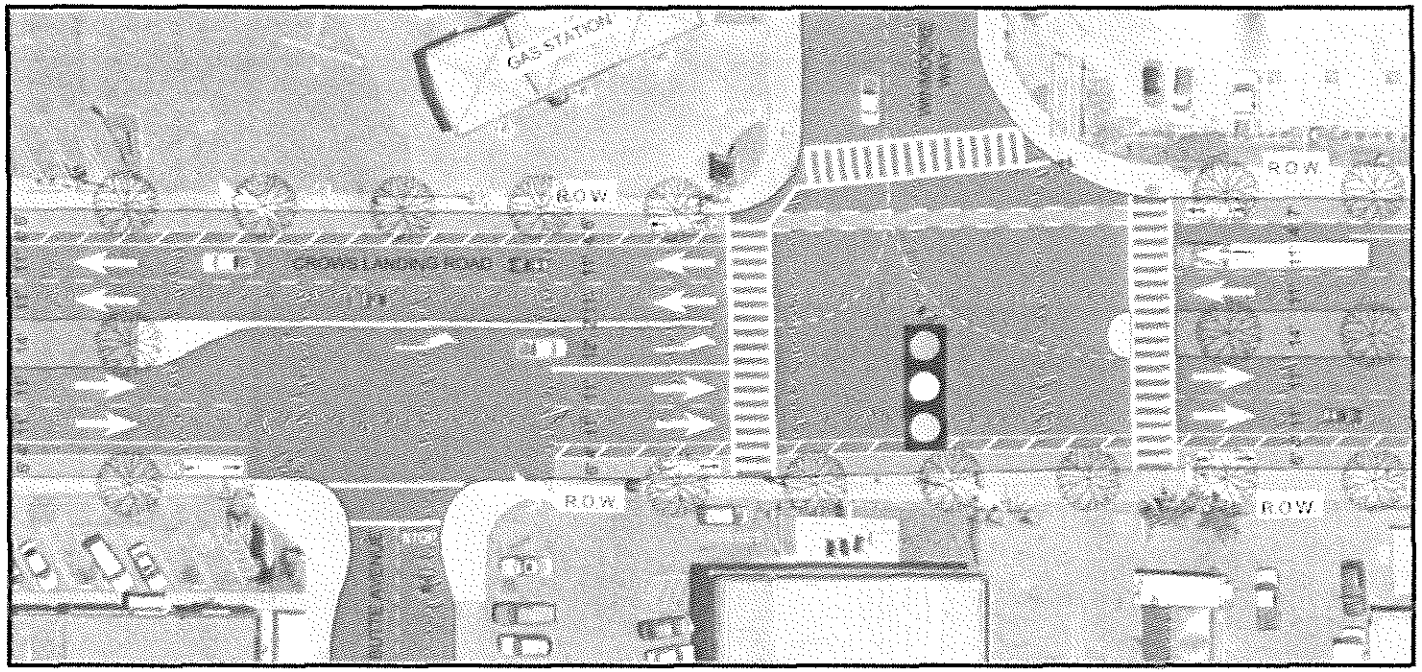


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Figure 2.6.b
Option 2
100-Foot Right of Way
Winmoore Way-Butte Ave Intersection
Long-Term Improvements

Number of Travel Lanes:	4	Sidewalk Width:	10 feet	Enhanced Street Signs:	In raised median before intersection
Lane Width:	11 feet	Bike Lane:	Yes	Marked Crosswalks:	Yes
Two-Way Turn Lane:	No	Bike Lane Width:	6 feet + 4-foot buffer	Typical Crossing Distance:	80 feet (39 or 33 feet twice)
Two-Way Turn Lane Width	n/a	Street Trees:	Yes	Typical Crossing Time:	23 seconds total (11 or 10 seconds twice)
Target Speed:	30 mi/hr	Raised Median:	Yes		
Intersection Curb Radius:	20 feet, 25/60 feet	Raised Median Width:	2 feet/14 feet		
Turning Movements at This Intersection:	Right in/out only except at signal				

Note: Signal at Butte Avenue would be removed when raised median is built. Curb extensions would shorten crossing distance and keep the existing curb radius.

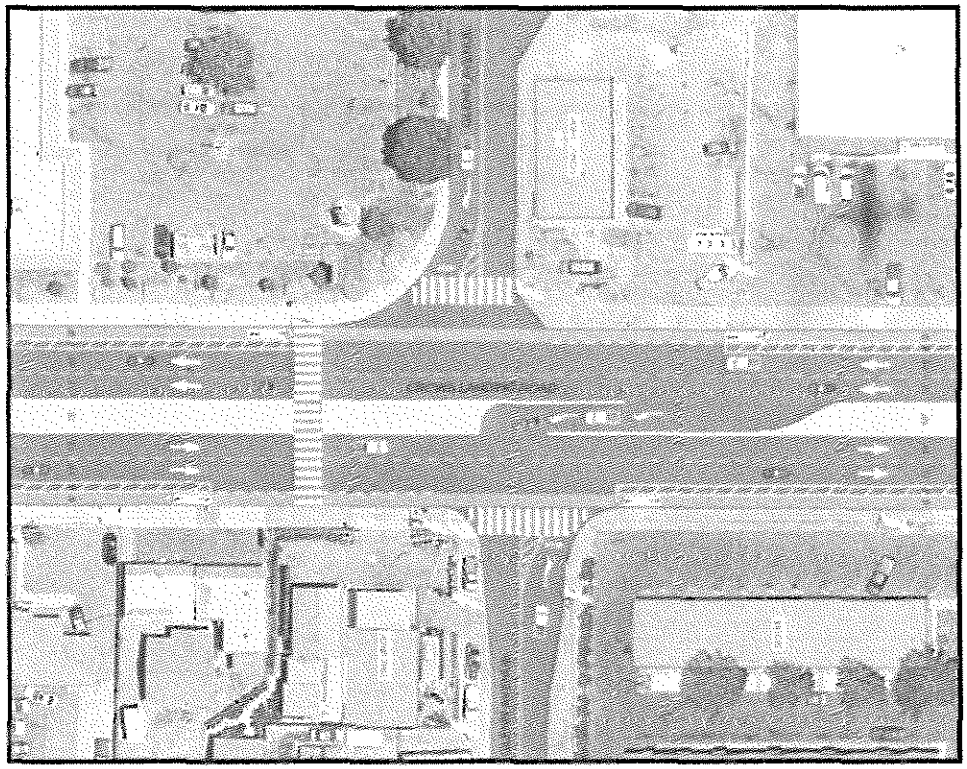

Figure 2.7.a
Option 2
100-Foot Right of Way
Glenn Ave-E. Glenn Ave Intersection
Near- and Mid-Term Improvements

Number of Travel Lanes:	4	Sidewalk Width:	10 feet	Enhanced Street Signs:	In sidewalk at side of road
Lane Width:	11 feet	Bike Lane:	Yes	Marked Crosswalks:	Yes
Two-Way Turn Lane:	No	Bike Lane Width:	6 feet + 4-foot buffer	Typical Crossing Distance:	80 feet
Two-Way Turn Lane Width	n/a	Street Trees:	No	Typical Crossing Time:	23 seconds total (10 seconds twice)
Target Speed:	30 mi/hr	Raised Median:	Yes		
Intersection Curb Radius:	20 feet/60 feet	Raised Median Width:	16 feet		

Turning Movements at This Intersection: Right in/out from E. Glenn Avenue; left in/right out from W. Glenn Avenue

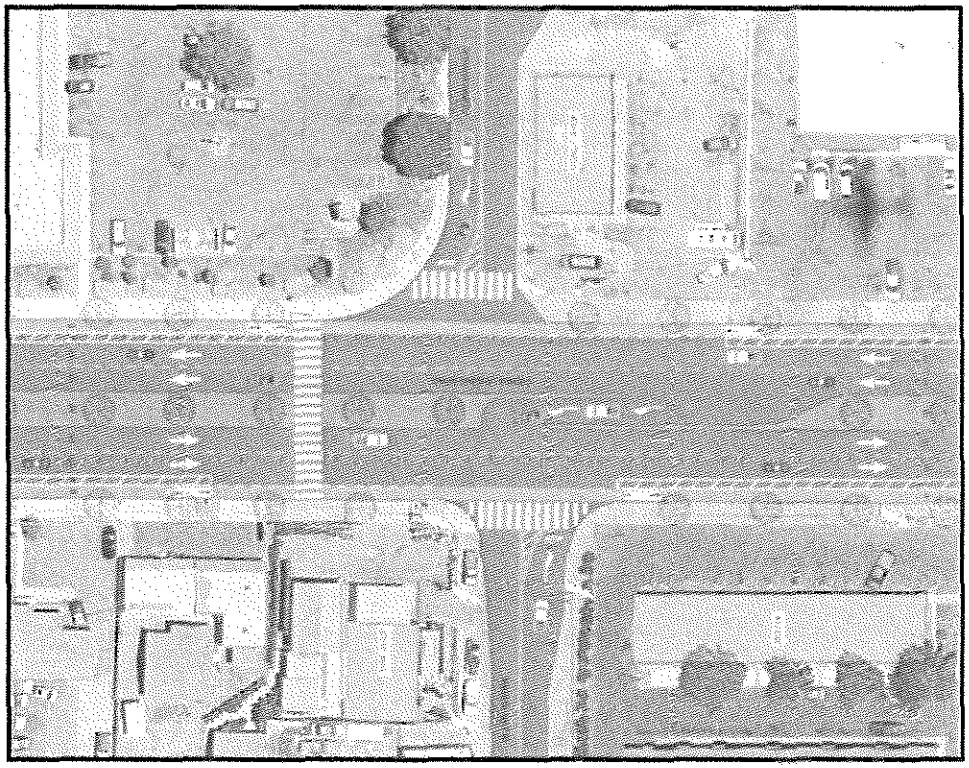

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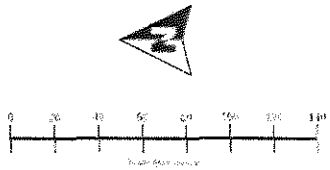
Figure 2.7.b
Option 2
100-Foot Right of Way
Glenn Ave-E. Glenn Ave Intersection
Long-Term Improvements



Number of Travel Lanes:	4	Sidewalk Width:	10 feet	Enhanced Street Signs:	In raised median before intersection
Lane Width:	11 feet	Bike Lane:	Yes	Marked Crosswalks:	Yes
Two-Way Turn Lane:	No	Bike Lane Width:	6 feet + 4-foot buffer	Typical Crossing Distance:	80 feet (33 feet twice)
Two-Way Turn Lane Width	n/a	Street Trees:	Yes	Typical Crossing Time:	23 seconds total (10 seconds twice)
Target Speed:	30 mi/hr	Raised Median:	Yes		
Intersection Curb Radius:	20 feet, 60 feet	Raised Median Width:	16 feet		

Turning Movements at This Intersection: Right in/out from E. Glenn Avenue; left in/right out from W. Glenn Avenue

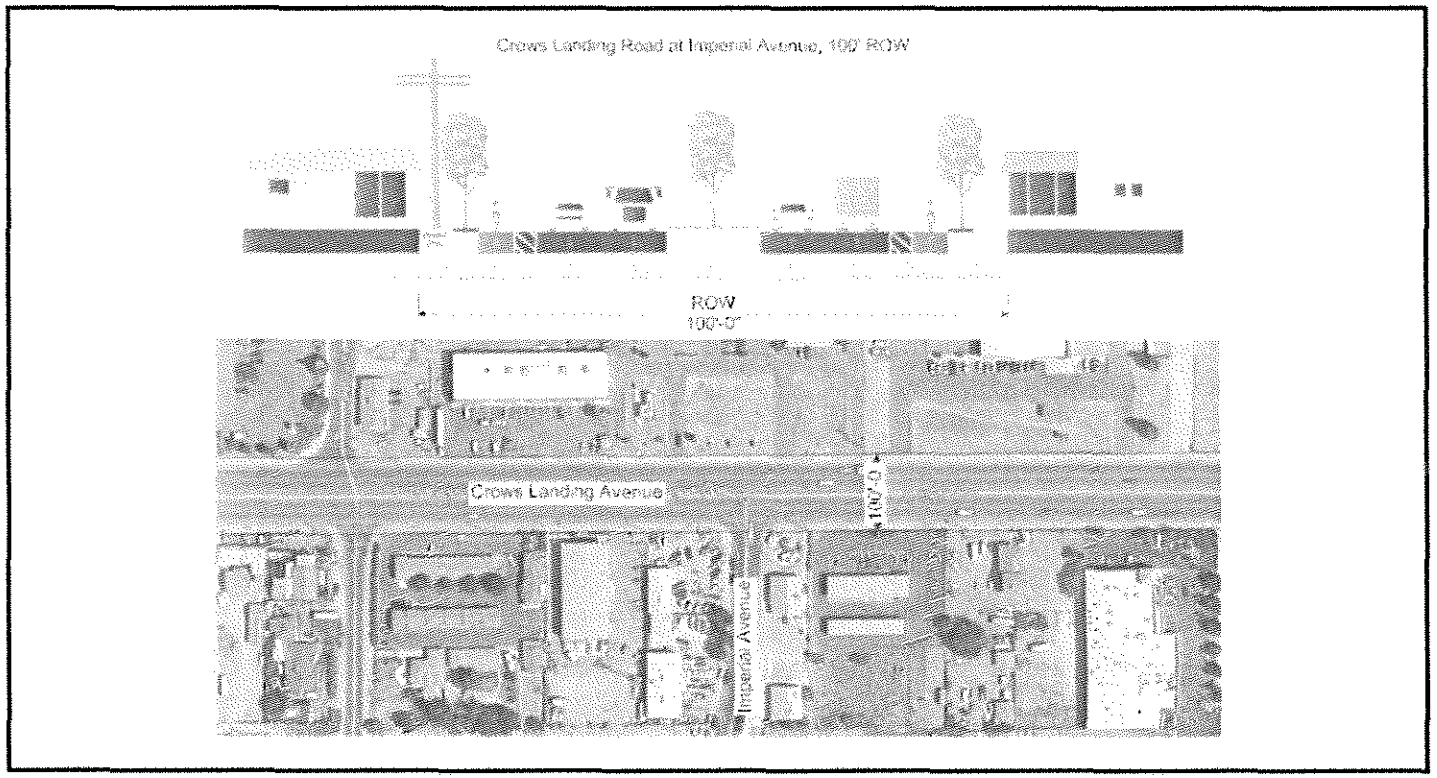


Figure 2.8
Option 2
100-Foot Right of Way
Imperial Ave Cross-Section

Number of Travel Lanes:	4	Sidewalk Width:	10 feet	Enhanced Street Signs:	In raised median before intersection
Lane Width:	11 feet	Bike Lane:	Yes	Marked Crosswalks:	Yes
Two-Way Turn Lane:	No	Bike Lane Width:	6 feet + 4-foot buffer	Typical Crossing Distance:	80 feet (33 feet twice)
Two-Way Turn Lane Width	n/a	Street Trees:	Yes	Typical Crossing Time:	23 seconds total (10 seconds twice)
Target Speed:	30 mi/hr	Raised Median:	Yes		
Intersection Curb Radius:	20 feet	Raised Median Width:	14 feet		

Turning Movements at This Intersection: Right in/out only except at signalized intersections and one midblock location.

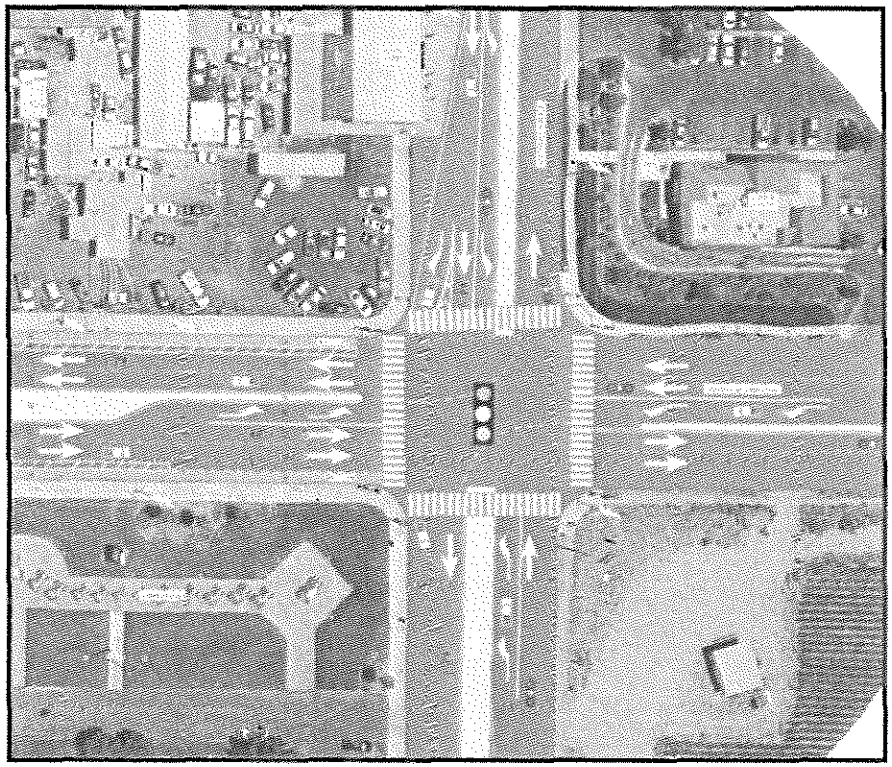


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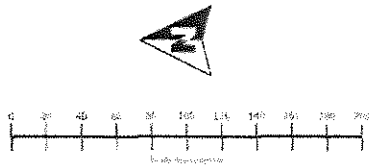
Figure 2.9.a
Option 2
100-Foot Right of Way
Whitmore Avenue Intersection
Near- and Mid-Term Improvements



Number of Travel Lanes:	4	Sidewalk Width:	10 feet	Enhanced Street Signs:	In raised median before intersection
Lane Width:	11 feet	Bike Lane:	Yes	Marked Crosswalks:	Yes
Two-Way Turn Lane:	No	Bike Lane Width:	6 feet + 4-foot buffer	Typical Crossing Distance:	80 feet (32 and 44 feet)
Two-Way Turn Lane Width	n/a	Street Trees:	No	Typical Crossing Time:	23 seconds total (9 and 13 seconds)
Target Speed:	30 mi/hr	Raised Median:	Yes		
Intersection Curb Radius:	50 feet	Raised Median Width:	4 feet/16 feet		

Turning Movements at Local Intersections: Left and right, all approaches

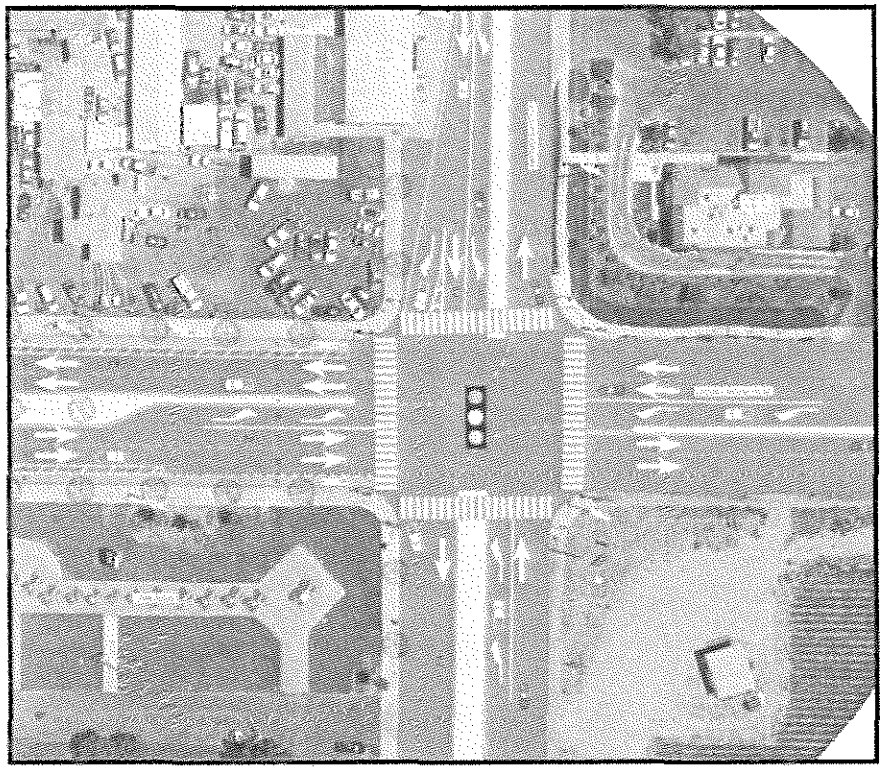


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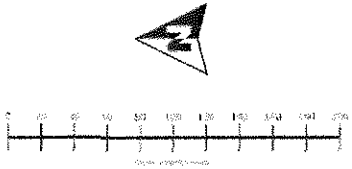
Figure 2.9.b
Option 2
100-Foot Right of Way
Whitmore Avenue Intersection
Long-Term Improvements



Number of Travel Lanes:	4	Sidewalk Width:	10 feet	Enhanced Street Signs:	In raised median before intersection
Lane Width:	11 feet	Bike Lane:	Yes	Marked Crosswalks:	Yes
Two-Way Turn Lane:	No	Bike Lane Width:	6 feet + 4-foot buffer	Typical Crossing Distance:	80 feet (32 and 44 feet)
Two-Way Turn Lane Width	n/a	Street Trees:	Yes	Typical Crossing Time:	23 seconds total (9 and 13 seconds)
Target Speed:	30 mi/hr	Raised Median:	Yes		
Intersection Curb Radius:	50 feet	Raised Median Width:	4 feet/16 feet		
Turning Movements at This Intersection:	Left and right, all approaches				

Option 2.1: 100 Feet of Right of Way North of State Route 99

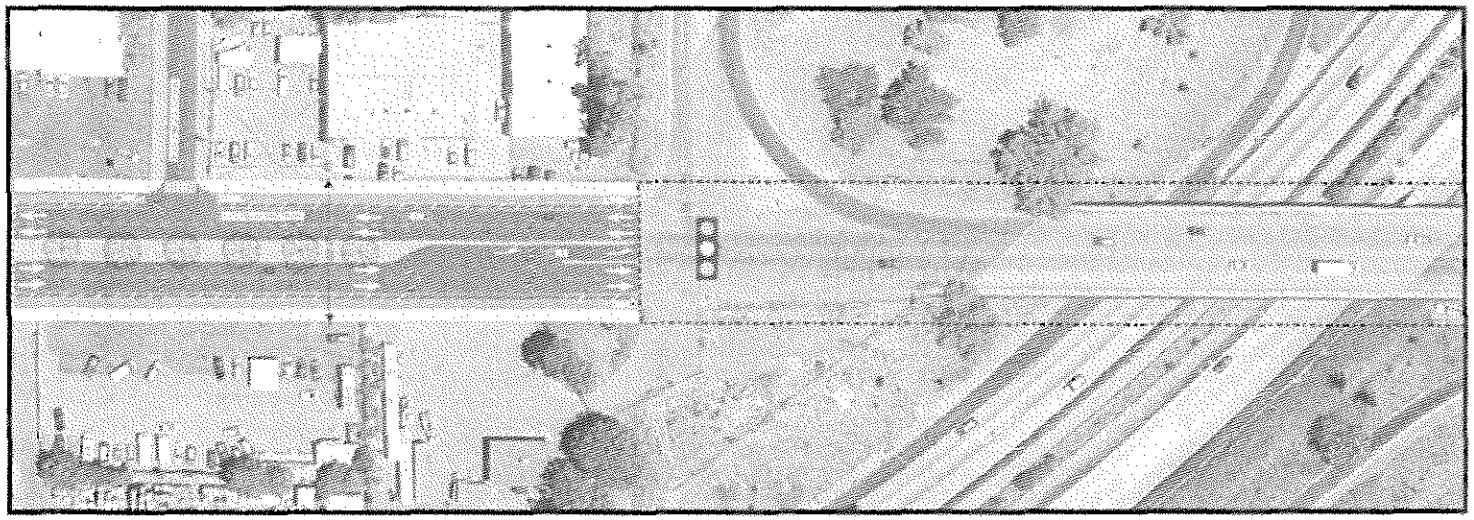


Figure 2.1.1
Option 2.1
100-Foot 4-Lane Arterial
State Route 99 to 7th Street
Long-Term Improvements

Number of Travel Lanes:	4	Sidewalk Width:	10 feet	Enhanced Street Signs:	In raised median before intersection
Lane Width:	11 feet	Bike Lane:	Yes	Marked Crosswalks:	Yes
Two-Way Turn Lane:	No	Bike Lane Width:	6 feet + 4-foot buffer	Typical Crossing Distance:	80 feet (32 and 44 feet)
Two-Way Turn Lane Width	n/a	Street Trees:	Yes	Typical Crossing Time:	23 seconds total (9 and 13 seconds)
Target Speed:	30 mi/hr	Raised Median:	Yes		
Intersection Curb Radius:	20 - 60 feet	Raised Median Width:	4 feet/16 feet		

Turning Movements at This Intersection: Right in/out only except at signalized intersections and one midblock turn pocket

Option 2.2: 60 Feet of Right of Way North of State Route 99

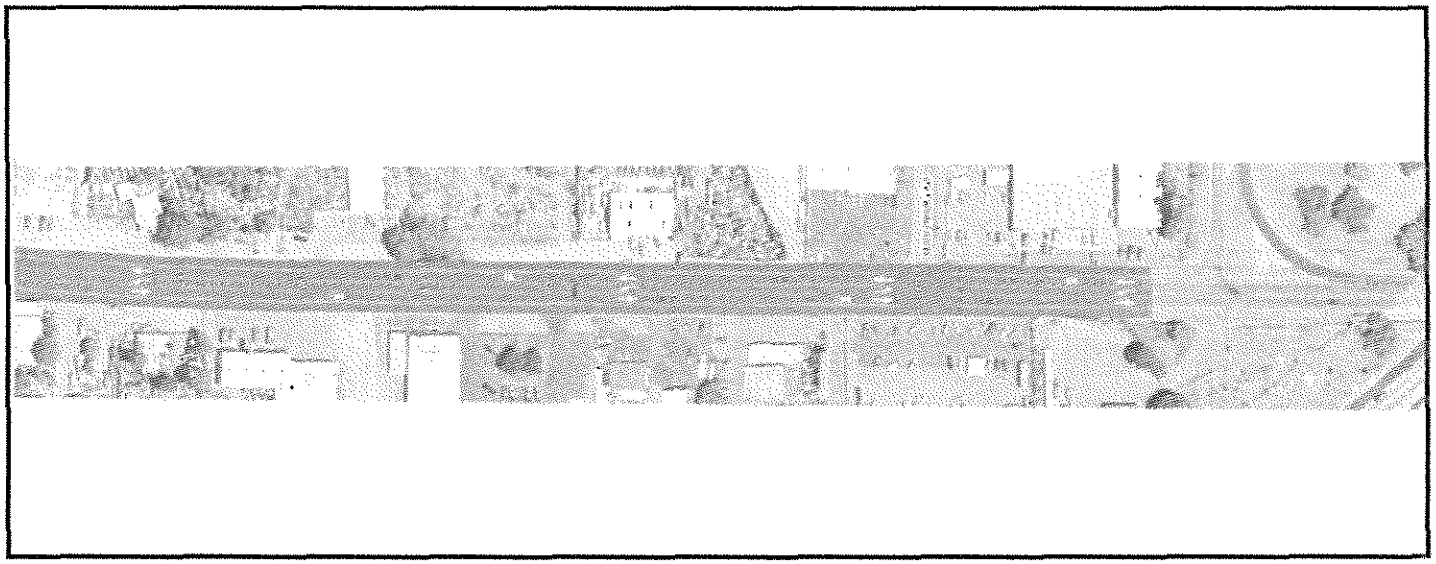


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Figure 2.2.2.a
Option 2.2
60-Foot Right of Way
State Route 99 to 7th Street
Near- and Mid-Term Improvements

Number of Travel Lanes:	2	Sidewalk Width:	12 feet A/C shared with bicycles	Enhanced Street Signs:	Possibly at roadway edge
Lane Width:	12 feet	Bike Lane:	n/a	Marked Crosswalks:	Yes
Two-Way Turn Lane:	Yes	Bike Lane Width:	12 feet shared with pedestrians	Typical Crossing Distance:	36 feet
Two-Way Turn Lane Width	12 feet	Street Trees:	No	Typical Crossing Time:	11 seconds
Target Speed:	25 mi/hr	Raised Median:	No		
Intersection Curb Radius:	n/a	Raised Median Width:	n/a		

Turning Movements at This Intersection: Left and right, all approaches

Note: A raised, extruded curb would be added at the edge of the traveled roadway to separate cars from pedestrians and bicycles. There would be no concrete sidewalk in this time frame.

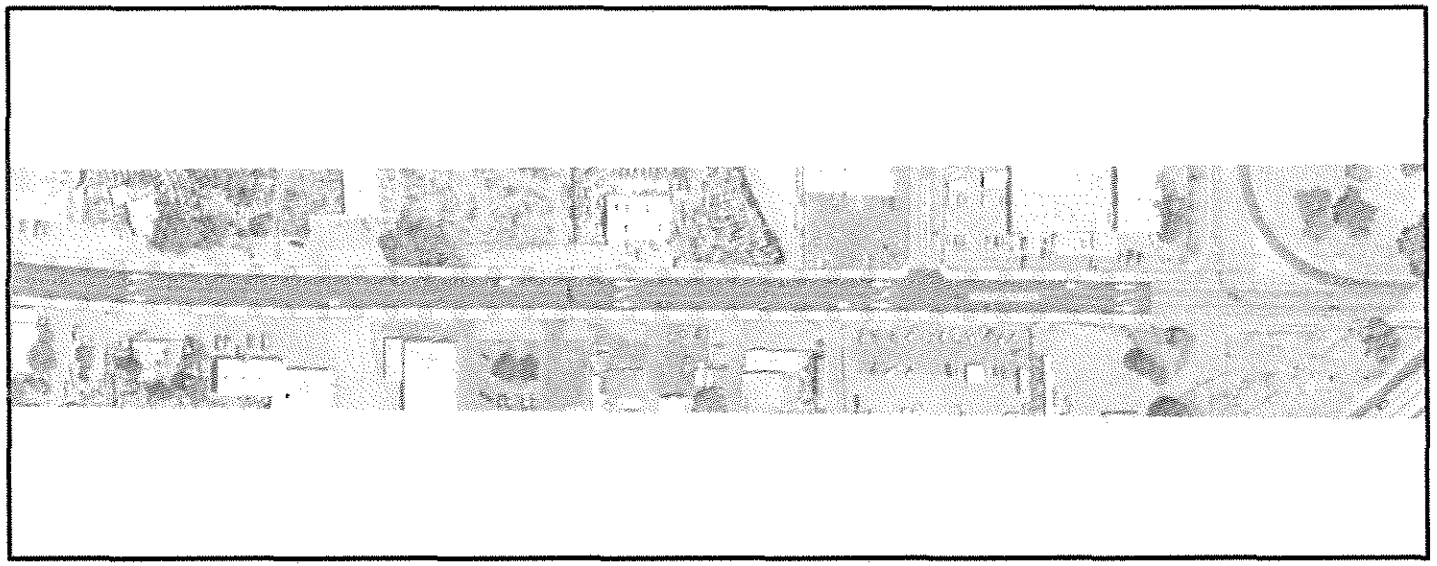

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Figure 2.2.2.b
Option 2.2
60-Foot Right of Way
State Route 99 to 7th Street
Long-Term Improvements

Number of Travel Lanes:	2	Sidewalk Width:	12 feet shared with bicycles	Enhanced Street Signs:	In sidewalk
Lane Width:	12 feet	Bike Lane:	n/a	Marked Crosswalks:	Yes
Two-Way Turn Lane:	Yes	Bike Lane Width:	12 feet shared with pedestrians	Typical Crossing Distance:	36 feet
Two-Way Turn Lane Width	12 feet	Street Trees:	Yes	Typical Crossing Time:	11 seconds
Target Speed:	25 - 30 mi/hr	Raised Median:	No		
Intersection Curb Radius:	n/a	Raised Median Width:	n/a		
Turning Movements at This Intersection:	Left and right, all approaches				

Chapter 3: Preferred Option

Introduction

The Preferred Option was prepared following public outreach efforts and in response to public comments. As illustrated, Crows Landing Road would be modified within the existing 100 feet of right of way south of State Route 99. The segment north of State Route 99 would be widened to 100 feet. This would also result in Crows Landing Road being redesignated in the general plan to "minor arterial, 4 lanes" from "major arterial, 6 lanes." No change in the function of Crows Landing Road would occur.

North of State Route 99

At the north end of Crows Landing Road, where it intersects S. 7th Street, the roadway must be aligned with the replacement bridge over the Tuolumne River, which is currently being designed by Stanislaus County with participation from the City. The Preferred Option (Figure 3) shows Alternative 2A/2B design for the 7th Street Bridge and how it would align with S. 7th Street and Crows Landing Road. In addition to the reconstruction of this intersection, a traffic signal will be installed. In the Preferred Option, all of Crows Landing Road would have 100 feet of right of way. This would require substantial dedication or purchase of land and widening of up to 40 feet in some areas and as little as 15 feet in other areas. Utility poles would need to be relocated to the edge of the right of way. Widening of this portion of Crows Landing Road could add pressure to reconstruct the Crows Landing Road interchange.

Features:

- Four travel lanes (11 feet each)
- Two Class 2 bicycle lanes (6 feet each) and buffers (4 feet each)
- Two sidewalks (10 feet each)
- Raised median (16 feet) with turn pockets at some locations
- Street trees at the edge of roadway, possibly also in median

South of State Route 99 to Hatch Road

This section would not be widened beyond its current 100-to-105-foot right of way. All of the proposed changes would be made within the existing right of way. In this section, most utility poles are located at or near the edge of right of way, but the sidewalk tends to be narrow, making it difficult in some locations to walk past a pole without stepping off the sidewalk. Street signs will be added in advance of intersections to provide advance warning.

Features:

- Four travel lanes (11 feet each)
- Two Class 2 bicycle lanes (6 feet each) and buffers (4 feet each)
- Two sidewalks (10 feet each)
- Raised median (14 to 16 feet) with turn pockets at some locations
- Street trees at the edge of roadway, possibly also in median
- Possible addition of lighted crosswalk or pedestrian overcrossing (School Avenue)

Hatch Road to Whitmore Avenue

This section would not be widened beyond its current 100-foot right of way. All of the proposed change would be made within the existing right of way. In this section of Crows Landing Road, most utility poles are located at or near the edge of right of way, but the sidewalk tends to be narrow, making it difficult in some locations to walk past a pole without stepping off the sidewalk. Several mailboxes on the east side of the road appear to be located in the right of way and will be moved onto the owner's property. Street signs will be added in advance of intersections to provide advance warning.

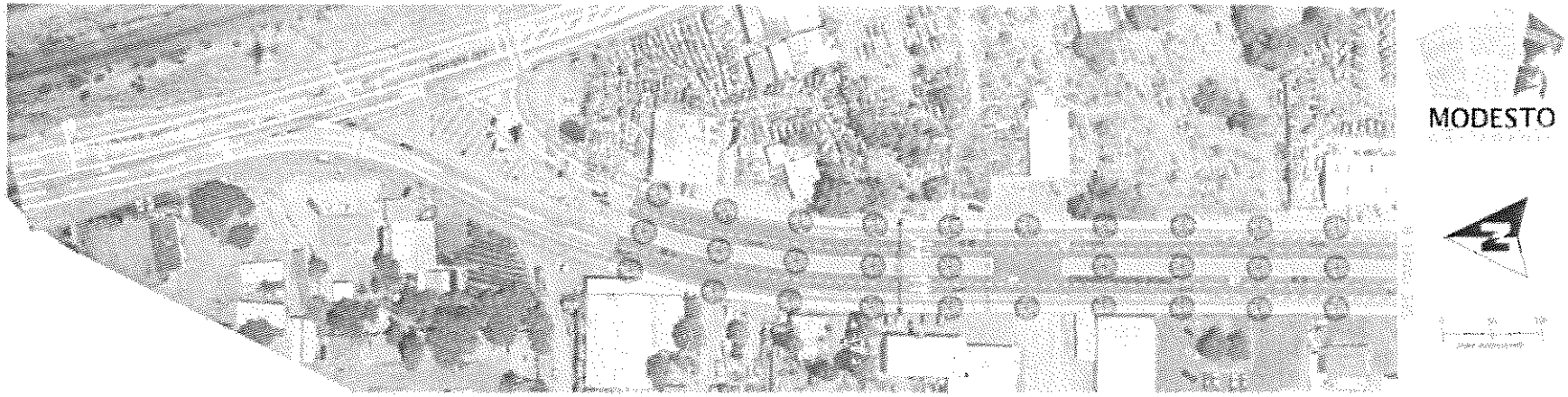
Features:

- Four travel lanes (11 feet each)
- Two Class 2 bicycle lanes (6 feet each) and buffers (4 feet each)
- Two sidewalks (10 feet each)
- Raised median (14 to 16 feet) with turn pockets at some locations
- Street trees at the edge of roadway, possibly also in median
- Possible removal of one traffic signal (Butte Avenue) and addition of another (Algen or Imperial Avenue)
- Possible reduction of speed limit

More Detailed Study

Prior to the removal of the signal at Butte Avenue or the installation of a signal at another intersection, such as E. Glenn Avenue or Imperial Avenue, careful study and consideration will need to be given to the effect of such changes on nearby intersections, and on travel speeds on Crows Landing Road. The signal at Butte Avenue provides a protected crossing point for pedestrians, but two pedestrians have been killed in recent years just north of Butte Avenue, which indicates a need for further pedestrian accommodations.

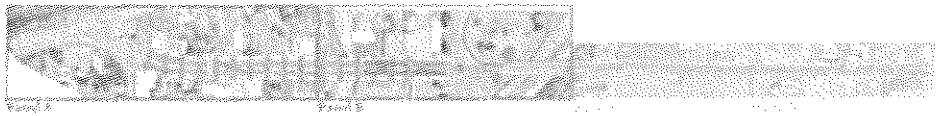
Additionally, prior to the installation of substantial raised medians, city staff will meet with property owners and conduct driveway volume measurements if necessary to determine where medians should be open to allow left turns and which driveways can be right-in-right-out. In those situations, staff will also consider the need to allow u-turns at some intersections. Public safety will be given highest priority.



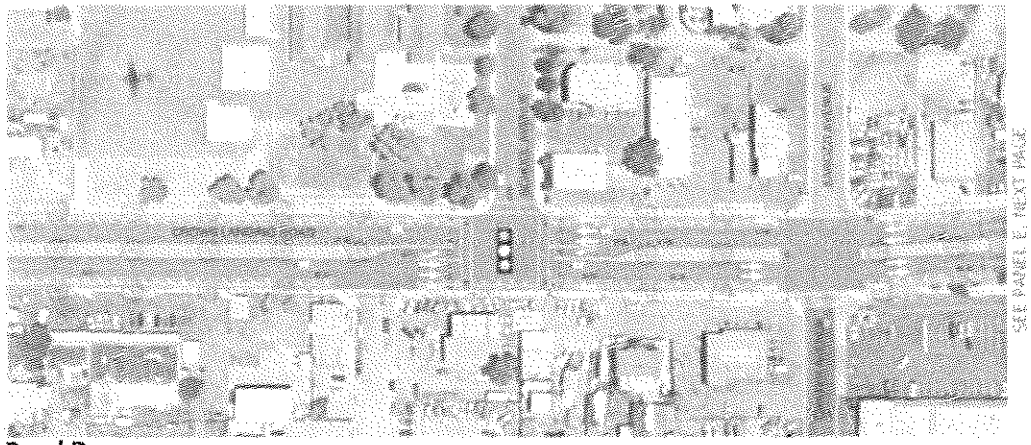
Panel A

Panel B

Figures 3.a and 3.b
7th Street to State Highway 99
Preferred Option

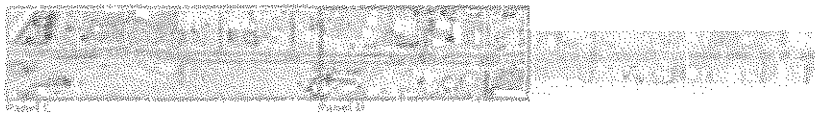


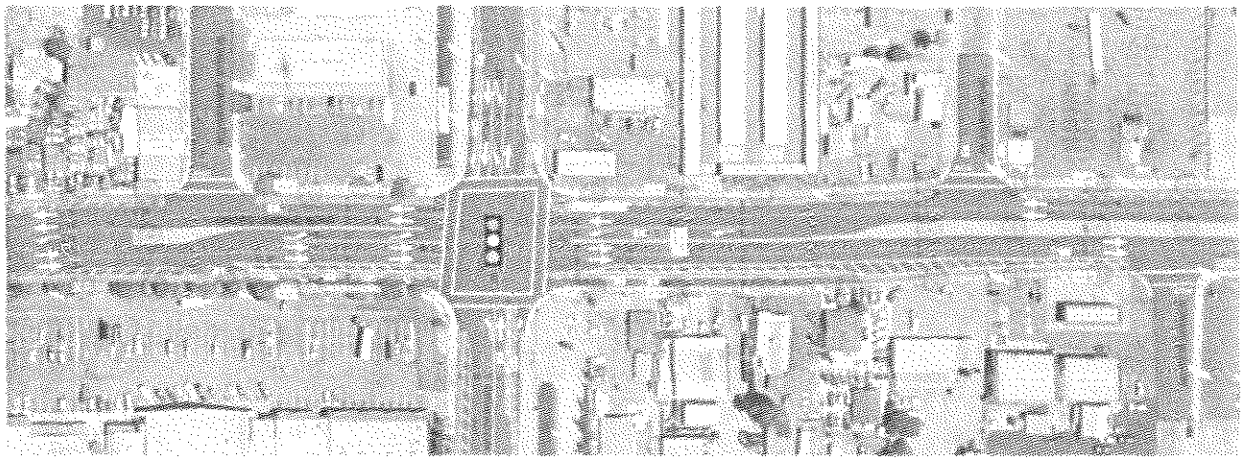
Panel C



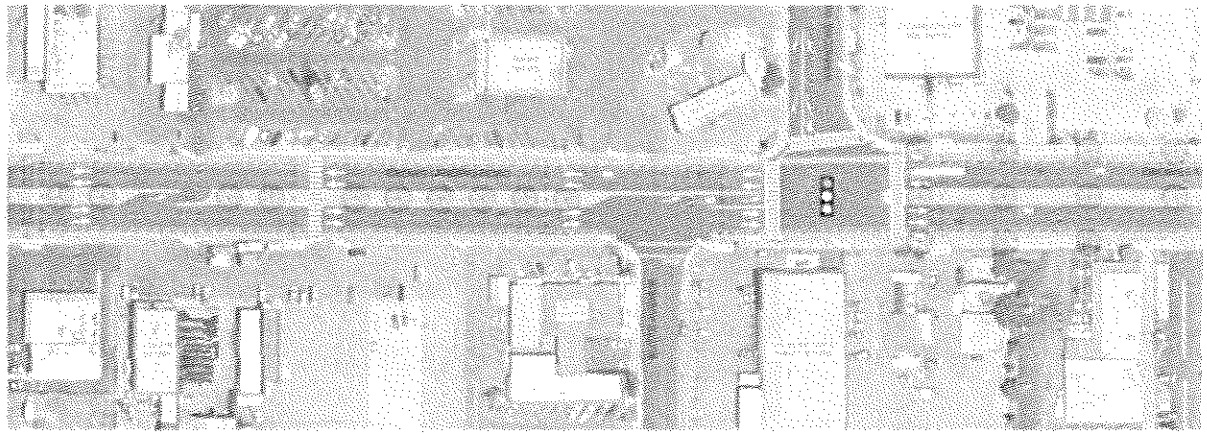
Panel D

Figures 3.c and 3.d
State Highway 99 to Barozzi Avenue
Preferred Option



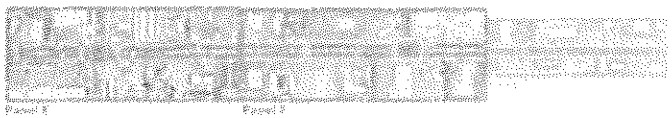


Panel E



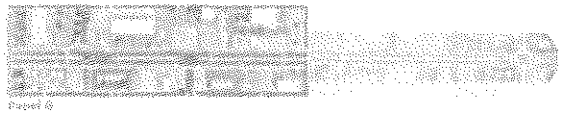
Panel F

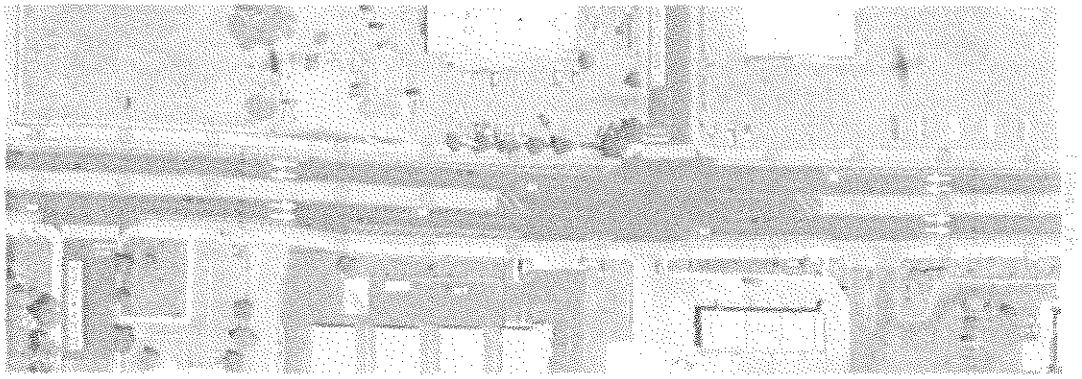
Figures 3.e and 3.f
Rio Grande Avenue to Winmoore Way
Preferred Option



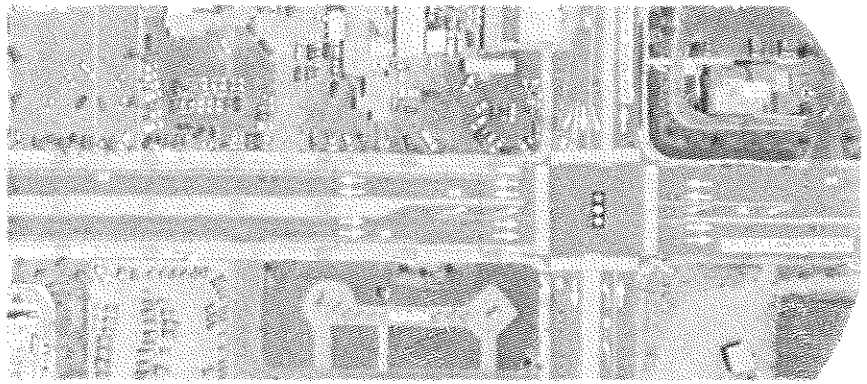
Panel G

Figures 3.g
Glenn Avenue to 100-Feet North of Algen Avenue
Preferred Option





Panel H



Panel I

Figures 3.h and 3.i
Algen Avenue to Whitmore Avenue
Preferred Option

Chapter 4: Funding and Implementation

Cost Estimating

Cost estimating is an iterative process. When a project is in the conceptual stage, preliminary cost estimates are also provided conceptually, utilizing a typical per-unit cost. As a project's design is refined, costs are further refined and may rise or fall, depending upon specific project needs. The Crows Landing Road corridor study represents the conceptual phase of project development, therefore cost estimates, shown in **Table 2** below, are typical per-unit costs. These estimates are provided in constant 2014 dollars for materials and labor with no provision for inflation. The cost of each project will vary depending upon the specific circumstances. For comparison, a preliminary estimate of constructing Crows Landing Road to standard specifications consistent with the general plan is preliminarily estimated at $11.8 million in current dollars. This includes resurfacing and restriping to include bike lanes; reconstructing curb, gutter, and sidewalk; adding signal loop detectors; relocating utilities; undergrounding a portion of the Turlock Irrigation District canal; and purchasing some right of way.

Table 2

	Unit Cost	Unit	Quantity	Project Cost
Resurface (minimum thin overlay)	$90	Ton	7,374	$663,660
Restripe, including bike lanes	$350,000	Lump Sum	1	$350,000
Raised median (14 - 16 feet wide)	$15	Square Foot	56,000	$840,000
Intersection signage in median	$10,000	Lump Sum	1	$10,000
Remove signal	$25,000	Lump Sum	1	$25,000
Add signal	$400,000	Lump Sum	1	$400,000
Install concrete sidewalk only	$12	Square Foot	34,650	$415,800
Install concrete sidewalk, curb, gutter	$20	Square Foot	43,240	$864,800
Bulbout (one)	$5,000	Each	1	$5,000
Enhanced crosswalk (overhead lighting)	$20,000	Each	1	$20,000
Pedestrian overcrossing	$2,500,000	Each	1	$2,500,000
Street trees (40 feet on center)	$600	Each	150	$90,000
Landscaping (not trees)	$8	Square Foot	56,000	$448,000
ADA Ramps	$3,500	Each	60	$210,000
Traffic Detection Loops	$600	Each	120	$72,000
Street Lighting	$12,000	Each	70	$840,000
Adjust Street Utilities to Grade	$600	Each	130	$78,000
			Sub Total	**$7,832,260**
			Design (10%)	$783,226
			Inspection and Administration (10%)	$783,226
			Contingencies (8%)	$626,581
			Total	**$10,025,293**

Project Implementation

Complex transportation projects, such as Crows Landing Road, as often funded through a variety of sources. Transportation funding typically restricts eligibility by phase of construction (planning, preliminary design, final design and construction) or by type of improvement (pavement and striping, bicycle and pedestrian, aesthetic elements such as trees, or safety measures). Funding for construction and maintenance are made available through federal and state sources, as Modesto and Stanislaus County have very limited local transportation funding sources. Transportation funding, therefore, is limited by federal and state rules and regulations and is limited to the amount of money available from various federal and state sources. The amount of money available fluctuates over time.

Changes to the public right of way are identified as short-term, relatively low-cost actions; mid-term changes; and, long-term. Practically speaking, the timing of all improvements is affected by jurisdictional issues and cost. Some improvements are relatively inexpensive and can be implemented more quickly, while others are most costly and won't be implemented until new development occurs. Where and when a change is actually implemented will not be that simple in practice for various reasons. Funding availability and jurisdictional issues will have the greatest impact on when and where changes are implemented. Modesto expects that full implementation of the adopted plan will

occur incrementally over the course of many years. Modesto and Stanislaus County have a history of working together on infrastructure projects, which is expected to continue with the Crows Landing Road improvements. This will provide continuity for improvements, as the jurisdictional boundaries of the two agencies create a patchwork, as shown on **Figure 1** in Chapter 1.

Short-Term Actions:

- resurface and restripe roadway and add bicycle facilities
- maintain street lighting
- install marked crosswalks at some intersections
- increase size of street signs

Intermediate-Term Actions:

- install mid-block crosswalks and warning lights
- install raised medians/pedestrian refuges at limited locations
- add street signs to medians
- remove signal at Butte Avenue

Long-Term Actions:

- install street trees
- install complete raised medians and mid-block pedestrian crossings
- add street signs to medians
- install bulbouts
- widen road north of State Route 99
- install pedestrian overcrossing
- install or widen sidewalks

Funding Sources

Transportation projects are typically funded through a variety of sources. Some elements of a roadway, such as pavement, are eligible for road funds, while other elements, such as new bicycle and pedestrian facilities, lighting, or street trees are eligible for more limited funding sources. Large-scale development projects often fund major changes to public right of way, but may only be responsible for public right of way immediately adjacent to their property or for changes that can clearly be shown to be needed due to the project. Funding for traffic signals or a portion of a traffic signal is a good example of this.

Most transportation funding is controlled by the Stanislaus Council of Governments, which plans the use of, determines project eligibility for, and administers virtually all of the transportation funding used in Stanislaus County. Each city or county is responsible to prepare a prioritized list of projects city or county staff believes is eligible for a particular fund. The total amount of each funding source available in a particular year is subject to federal and state discretion. Therefore, the amount and type of regionally-controlled funding available to any one project is under minimal local control. Fees paid by developers and any citywide tax measures are collected and administered by the jurisdiction in which the funding is collected and each agency has generally greater discretion to spend the collected local funds.

Most of the short-term actions listed above will be eligible for RSTP money, although lighting and signage will probably be funded locally. Intermediate-term actions are largely eligible for ATP or local money, although traffic signal work may be eligible for RSTP. Most long-term actions will be eligible for local funding or ATP.

Regionally-Controlled Funds

Regional Surface Transportation Program (RSTP)
Capital costs for transportation projects, reconstruction or resurfacing of roads, operational improvements, bicycle and pedestrian facilities, highway safety improvements, transportation enhancement activities, and transportation control measures are all eligible to receive RSTP funding. This fund is administered by the Stanislaus Council of Governments.

Active Transportation Program (ATP)
This program consolidates existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SR2S), into a single program with a focus to make California a national leader in active transportation. Eligible projects increase bicycle and walking trips, improve safety for non-motorized travelers, reduce greenhouse gas emissions, improve public health, and share benefits with disadvantaged communities. This fund is administered by the Stanislaus Council of Governments.

Local Funding

The City of Modesto controls infrastructure funds that are raised locally. These funds can be used for a variety of purposes, including capital and operating costs. Local funding sources may include the Capital Improvement Program, Local Assessment District, or a local sales tax measure. Because regionally-controlled money requires financial participation from local agencies, local funding is often used to match regionally-controlled funds. Additionally, cities can require frontage and alley improvements from developers in conjunction with new development or property improvements that exceed 50 percent of the appraised value of the structures.

Chapter 5: Land Development

Existing Development Pattern

Development patterns can promote or inhibit automobile access or pedestrian and bicycle access. Automobile-promoting development patterns are characterized by wide roads, high travel speeds, parking-fronted development, direct access to adjacent roads, and large-radius curves. Pedestrian- and bicycle-promoting development patterns, on the other hand, are characterized by lower motor vehicle speeds, limited turning opportunities, buildings at or near the back of sidewalk with doors and windows oriented toward the wide sidewalk, street trees planted at the edge of the traveled roadway, short crossing distances across streets, and limited driveways crossing sidewalks. In areas where cars typically move rapidly down the street, businesses aim to attract attention using larger signs, or signs that flash or move. This effect is enhanced when commercial buildings are placed behind parking lots, farther from the street edge, making it more difficult for passing motorists to see signs attached to buildings. Several of these issues have been addressed as part of the Preferred Option for Crows Landing Road.

The majority of properties adjacent to Crows Landing Road are occupied by buildings located away from the public right of way to provide parking between the buildings and the sidewalk. Virtually all of the properties adjacent to Crows Landing Road provide motor vehicle access to parking from a driveway on Crows Landing Road. The resulting pattern of development increases sight lines for motor vehicles (encourages higher travel speeds)and allows vehicles to move across travel lanes at a large number of locations creating a large number of potential conflicts and a travel environment characterized by a high degree of unpredictability. For pedestrians and bicycle riders, who move more slowly than motor vehicles, the unpredictability of motor vehicle movements can be intimidating and physically dangerous. Parking lots located in front of buildings reached by driveways cut across the sidewalk makes walking down the sidewalk relatively unsafe, as vehicles may enter and exit driveways across the sidewalk every few feet and also makes it more difficult for a pedestrian to reach the front door of the business, by necessitating a walk through the parking lot. Curb cuts tend to result in a sidewalk that slopes downward toward the street, making pedestrian access for people with mobility problems (e.g. wheelchair, walker) more difficult. Motorists can also find this development pattern challenging, as maximizing motor vehicle access points to Crows Landing Road increases the locations from which cars may enter or exit the roadway. Two-way left-turn lanes increase the number of points from which motor vehicle traffic may enter or exit the traveled roadway.

General Plan and Zoning As noted earlier and as shown on **Figure 1**, jurisdictional boundaries in the study area are fragmented with some areas governed by Modesto and some governed by Stanislaus County, although all of the study area is in Modesto's Sphere of Influence. **Figures 3 and 4** show Modesto's existing general plan designations and Modesto's and Stanislaus County's existing zoning along the Crows Landing Road corridor. North of State Route 99 and northeast of the intersection of Crows Landing Road with Whitmore Avenue, the properties in Stanislaus County are designated Industrial. Properties in the County that front Crows Landing Road are designated Commercial. Properties near the corridor, but behind Commercial properties are designated either Urban Transition (west of Crows Landing Road) or Low or Medium Density Residential (both east of Crows Landing Road). The County's general plan designations are generally consistent with the City's general plan designations, although some areas, such as those zoned for A2-10 (10-acre agricultural parcels) are not consistent with Modesto's general plan. Modesto's draft general plan amendment redesignates the former tallow plant site (west of Crows Landing Road and adjacent south of State Route 99) from Industrial (I) to Business Commercial Residential (BCR), which, if adopted, would allow for business park, commercial, and medium-high density residential uses in close proximity to one another to create a walkable area.

Creating a Pedestrian-Friendly Development Pattern

In order to improve the pedestrian-friendliness of Crows Landing Road, it is important to slow traffic and make motor vehicle movements more predictable; reduce potential conflicts between pedestrians and traffic; and locate buildings and building entries near the sidewalk.

Sidewalks Curb, gutter, and sidewalk is absent or narrow (less than 10 feet) in many areas. Narrow sidewalks can be difficult to negotiate and often are further narrowed by utility poles and various kinds of signage. Add fairly high traffic speeds and freight trucks on the adjacent roadway to the narrow sidewalk and walking can be uncomfortable for pedestrians. Ten-foot-wide sidewalks will be constructed or widened along Crows Landing Road as development or annexation occurs or as funding becomes available. Adding bicycle lanes and buffers and adding street trees at the roadway edge will move motor vehicle traffic away from the sidewalk to provide a more comfortable pedestrian experience.

East and west of Crows Landing Road, just behind the corridor, most developed blocks are short, making a walking trip to Crows Landing Road reasonably short. However, much of the land on either side of the corridor is not developed with curb, gutter, and sidewalk or with storm water drainage. This makes walking problematic, especially during wet weather, when unpaved areas are muddy. Generally speaking, areas that have been annexed to the City of Modesto are equipped with curbs, gutters, and sidewalks and have some sort of storm water drainage system. Exceptions to this occur at Amador Avenue, which was annexed to Modesto in 1959 without the adjoining properties, and the southeast corner of E. Glenn Avenue, which was annexed in 1979 and is occupied by a building located in what will eventually be the public right of way.

Other streets that intersect Crows Landing Road and which are not improved with curb, gutter, and sidewalk are Blankenburg Avenue, Butte Avenue, Colusa Avenue, Crater Avenue, Flamingo Drive, Imperial Avenue, Olivero Road, Glenn Avenue west of Crows Landing Road, and the southeast frontage of Hatch Road. Additionally, Kendee Road is unpaved. Past practice has been for Modesto to reach an agreement with Stanislaus County regarding installation of infrastructure prior to annexation of developed areas. This practice is expected to continue for future annexations of developed areas, but does not apply to Amador Avenue, which has already been annexed to the City of Modesto.

Driveway Placement Driveways should be relatively few in number and oriented to the streets intersecting Crows Landing Road whenever possible. This will occur with new development and requires the development of cross-access easements to allow access to several parcels from a driveway on one parcel. Coordination and cooperation between neighboring property owners is necessary, but provides important benefits. Reorienting driveways to intersecting streets will smooth the flow of traffic in the curb lane on Crows Landing Road by reducing the points at which a right turn is possible. Additionally, closed driveways should be replaced with sidewalk to reduce hazards for the mobility impaired. Discretionary permits for new construction may consider driveway closures and sidewalk reconstruction to meet Modesto's current driveway location standards.

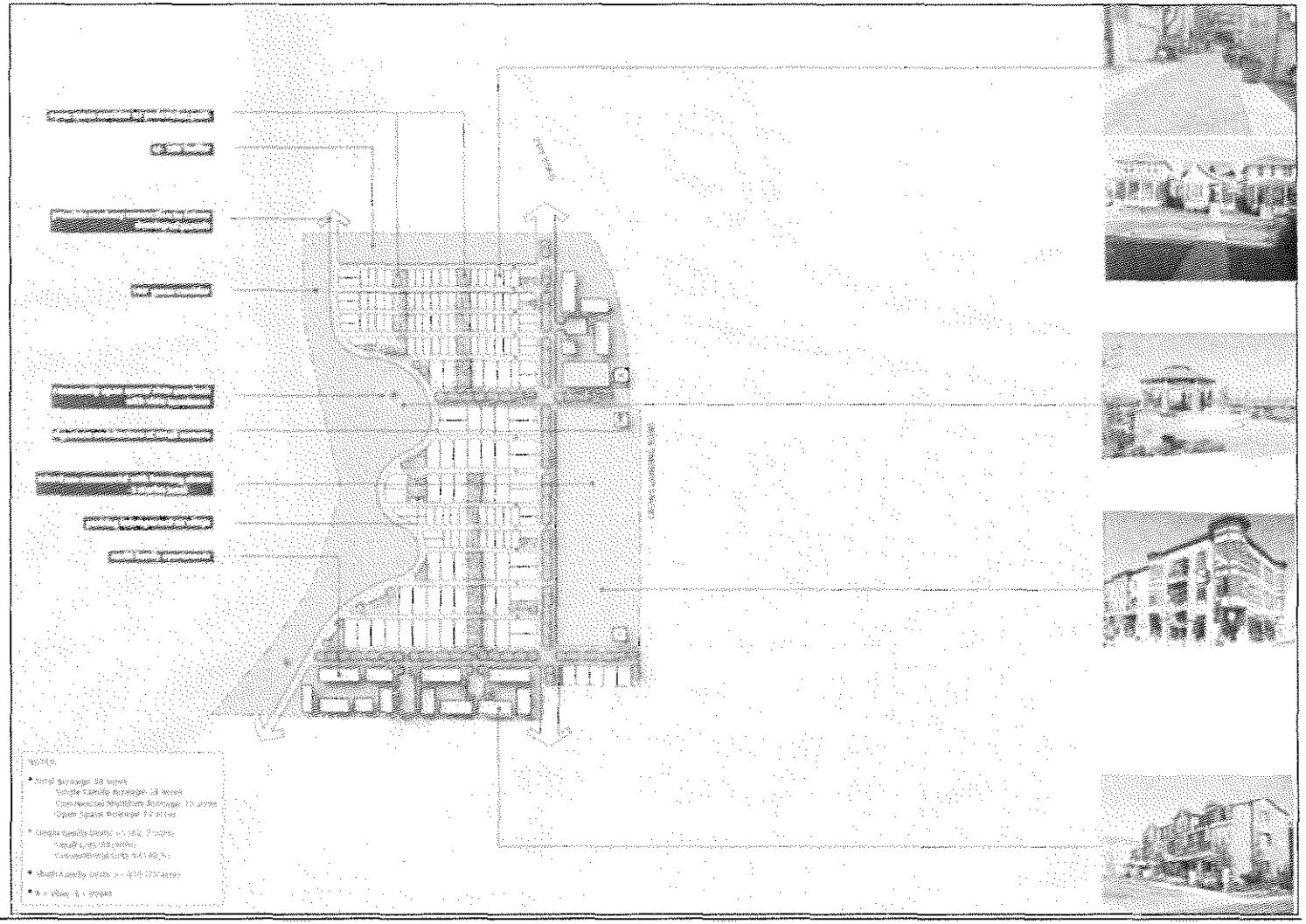
Building Location and Orientation Changing where new buildings can be located on a site is a long-term strategy for transforming the Crows Landing Road corridor that will require revisions to the zoning code. Redeveloping the Crows Landing Road corridor to be more pedestrian friendly should include locating new buildings close enough to the sidewalk that parking between the building and sidewalk is eliminated. Building entries and display windows should be oriented to the sidewalk and street with parking behind the building. Entries from the rear parking area might be provided through a secondary rear entrance or via passages between buildings leading to the front entries adjacent to the sidewalk. This would have multiple benefits, including reducing motor vehicle sight lines, which will contribute to reducing vehicle speeds; eliminating the need for pedestrians to cross parking lots in order to enter the building; and reducing the perceived need for larger signs and banners to identify businesses that are set back from the edge of right of way.

Implementation

New or updated zoning regulations will need to be established to shape future development along Crows Landing Road. Such regulations will need to consider such issues as building placement, allowable land uses, landscaping, and access standards. Additionally, zoning regulations will need to consider near-term and mid-term approaches for addressing non-conforming development. Various options include a form-based code for the area, an overlay zone, or design guidelines or some combination of these approaches to ensure a more vibrant, pedestrian-friendly environment. A general plan amendment may also be necessary, if Modesto wants to allow a mix of commercial and residential land uses. A possible development concept showing building locations, uses, and access, is shown on **Exhibit D**.

As developed areas are annexed to Modesto, the City will continue to pursue its agreement with the County providing for the installation of infrastructure to City standards. Nevertheless, Modesto will also need to develop a strategy to install curb, gutter, and sidewalk along those portions of Amador and E. Glenn Avenues that have already been annexed to Modesto. In coordination with Stanislaus County, Modesto will need to develop a strategy for consolidating driveways and retrofitting with vertical curbs and raising the sidewalks to grade.

Exhibit D: Possible Future Development Scenario Along Crows Landing Road



Chapter 6: Public Outreach

Public Outreach Efforts

While public agencies hold regular public meetings, such as Planning Commission and City Council meetings, subject to state laws, public outreach represents an additional effort to seek public input and increase constructive engagement on a project to help shape the ultimate design of the project. As part of public outreach, agency staff holds meetings in the community at locations that may be more convenient to the public than the chambers at City Hall, where Planning Commission and City Council meetings are generally held. Specific community groups and other stakeholders are targeted in an effort to ensure that the people most affected by a project have an opportunity to provide their opinions. Public outreach also helps increase community awareness of the planning process. Public notices were distributed in English and Spanish by mail to property owners within 300 feet of Crows Landing Road and also by email. Spanish translation services were provided by the Ceres Partnership for Healthy Children and Stanislaus County. The Crows Landing Road Corridor Study included three meetings public workshops, in addition to the Planning Commission and City Council meetings necessary for adoption.

First Public Workshop The first public workshop, to discuss existing conditions on Crows Landing Corridor, was held on September 26, 2013, at the Shackelford Elementary School cafeteria. Shackelford Elementary School is located at the intersection of Crows Landing Road and School Avenue. A presentation was given concerning development patterns and administrative boundaries, general plan policies relating to Crows Landing Road and adjoining development, travel conditions and safety issues, and economic development. Much of the information contained in Chapter 1 of this report was presented at the first workshop.

Approximately 50 people participated in this workshop. Comments received include:

- Safer crossings for pedestrians throughout the corridor
- Lighted crosswalks or pedestrian overcrossing at School Avenue and lighted crosswalks at Amador Avenue
- Improved street light maintenance
- Maintenance of road markings
- Add traffic signal between Winmoore Avenue and Whitmore Avenue
- Traffic signals are too close together in some places
- Residential development may not be appropriate or safe along Crows Landing Road
- Sources of funding for improvements
- Focus on existing businesses
- Parklawn neighborhood interested in annexation
- Modesto should make a presentation to South Modesto Municipal Advisory Council

South Modesto Municipal Advisory Council This meeting was held on November 14, 2013, at the County Agricultural Center, which is located on Cornucopia Way, near the intersection of Crows Landing Road and Service Road. The South Modesto Municipal Advisory Council is a committee of persons appointed to advise Stanislaus County on issues affecting the populous but unincorporated portions of Stanislaus County that lie immediately south of Modesto. City staff was invited by County staff to present the existing conditions report to the South Modesto Municipal Advisory Council.

Approximately 40 people attended this meeting. Comments received include:

- Impacts of widening on existing businesses
- Lighted crosswalks to improve safety
- Pedestrian overcrossing should be added at School Avenue
- Some traffic signals are too close together
- Landscaping and street trees would make the street look better and create a better walking environment
- Be sure to engage the business community
- Will the former tallow plant site be developed?
- Street lights need better maintenance
- Street signs and markings can be hard to read
- Left turns from side streets onto Crows Landing Road can be dangerous, but may not need new turn signals
- Bus shelters are needed
- Utilities obstruct sidewalks in some locations
- Some parking lots create queues onto Crows Landing Road
- An economic study and opportunity map would be helpful
- There should be a comprehensive signage plan
- Businesses should participate in vocational training programs
- Pedestrian pathways should be marked on parking lots
- The City and County should coordinate street and land development standards

Second Public Workshop This workshop was held at the Shackelford Elementary School cafeteria on August 28, 2014. This meeting addressed the various conceptual design options being considered for Crows Landing Road. The design concepts shown in Chapter 2 were presented and discussed. Comments were submitted orally and in writing.

Approximately 15 people participated in this workshop. Comments received include:

- Majority preferred 100 feet south of SR 99
- Majority preferred addition of street trees
- Cost of improvements
- Parking requirements and the impact on parking
- Coordination between City and County
- People walk and bike along Crows Landing Road, support for facilities
- Consider aesthetics
- Consider future growth
- Pedestrian safety at Glenn, Imperial, Blankenburg, and Amador Avenues
- Street lights don't seem bright enough for safety
- Consider diagonal crossing/scramble for Hatch Road for school children
- Consider lighted crosswalks
- Concern over the cost of lighted crosswalks versus overhead lighting for crosswalks
- Timing of improvements
- Interest in traffic counts and effect of improvements on traffic delay
- Address illegal on-street auto sales; eliminate on-street parking or add time limits
- Add a traffic signal to slow traffic between Glenn Avenue and Whitmore Avenue
- Allow left turns in-out at Crater Avenue/Barozzi Avenue
- Median should have no landscaping
- Potholes north of SR 99 should be repaired
- "Keep clear" markings needed at unsignalized intersections
- Sidewalk needed on SR 99 overcrossing and on the west side of Crows Landing Road
- Underground TID canal
- Keep canal banks free of weeds and debris

Third Public Workshop The third workshop was held on November 20, 2014, at Shackelford Elementary School cafeteria and was attended by approximately 20 people. The draft Preferred Option was presented for comment and refinement. These comments, together with those received at the earlier meetings, were used to develop the preferred option illustrated in Chapter 3. Comments received include:

- Pedestrian improvements/lighted crosswalks should be a high priority
- Be careful that improvements don't cause cars to back up into Crows Landing Road
- No median should be installed from Crater Avenue to Barozzi Avenue
- Additional street lighting should be installed
- Butte Avenue signal was installed for pedestrians
- Two-lane bridge over State Route 99 should be widened to four lanes
- Bikes should use the sidewalk
- Median might create an expressway
- Best location for new signal might be Imperial Avenue, due to fire station and distance from Winmoore and Whitmore Avenues
- Traffic exiting southbound State Route 99 at Crows Landing Road should be able to turn left to go north on Crows Landing Road

Staff has attempted to address all of the community's expressed concerns in this corridor study report, either by incorporating suggested revisions or by written explanation in the corridor study report. Some comments are unrelated to work product for the Crows Landing Road Corridor Study, but may be addressed in the context of other projects.

Chapter 7: Recommendation

Context

Crows Landing Road varies in character along the two-mile study area. The northernmost stretch north of State Route 99 is industrial in nature with a small remnant of the former residential area along Blankenburg Avenue. The portion of the road between State Route 99 and Amador Avenue has a strong neighborhood character. Businesses are smaller and generally neighborhood-serving, with residential areas immediately adjacent. South of Amador venue, the character of the corridor is mixed: east of Crows Landing Road is a substantial industrial area, while west of Crows Landing Road is a mix of highway-oriented and neighborhood-oriented retail on larger lots. South of Algen Avenue, Crows Landing Road becomes primarily industrial and highway-oriented with development including a John Deere dealer, FedEx, and a mini-storage facility. The commercial development west of Crows Landing Road and south of Algen Avenue is immediately adjacent to residential development, but the uses are increasing highway-oriented moving south, rather than neighborhood-oriented. A substantial number of commercial buildings along Crows Landing Road are 40 to 60 years old. Although there are many examples of investment along the corridor in the last 25 years, there are significant opportunities for reinvestment and renewal.

Roadway Designation and Design Elements

In order to change Crows Landing Road from six lanes to four, the facility will need to be redesignated in the general plan from Principal Arterial to Minor Arterial. While this designation does not necessarily include all of the elements in the manner or dimensions illustrated in the Preferred Option, staff will recommend adopting those elements, with refinements to be made as needed. This recommendation varies from the Standard Specifications in several ways. Engineering best practices have been and will be employed to maximize safety for all travelers. Specifically, elements will include:

- 100-foot right of way (typical)
- 11-foot travel lanes (typical)
- raised medians (channel and refuge)
- 10-foot-wide sidewalks (typical)
- reduced/relocated driveways
- 6-foot-wide bicycle lanes (typical)
- 4-foot-wide buffers (typical)
- street trees at roadway edge

Priority Projects

Pedestrian Safety Perhaps the most pressing issue on Crows Landing Road is pedestrian safety. In spite of the traffic signal at Butte Avenue having been installed, in part, to improve pedestrian safety, two pedestrians have been struck by cars and killed in recent years near Glenn Avenue. Pedestrian safety improvements, such as refreshing pavement markings and installing push button-activated flashing signage to draw attention to pedestrians in the street, should be made a high priority. Increasing green times for pedestrians at traffic signals to allow children and the elderly to cross streets more safely, such as at Hatch Road and School Avenue, should also be evaluated and implemented based on contemporary transportation practices. Additional signage and other improvements to improve safety for school children should also be considered at School Avenue, which has a traffic signal, and possibly also for Crater Avenue/Barozzi Avenue, which does not have a signal, but where children cross Crows Landing Road nevertheless. Pedestrian refuge islands may be added at key locations to further improve safety. Further traffic-calming devices, such as speed bumps, should be considered on local streets in the vicinity of Shackelford Elementary School. Priority pedestrian projects include:

- Refresh crosswalk at Amador Avenue
- Consider additional flashing crosswalk at Glenn Avenue
- Install pedestrian refuge islands at crossings
- Traffic-calming devices on local streets near Shackelford School
- Install push button-activated flashing signage for crosswalk at Amador Avenue
- Increase standard green times at signals to allow safe crossing
- Signage and other improvements at School and Crater/Barozzi Avenues

Resurface/Restripe Visibility of road markings other than pedestrian crossings is also a problem on Crows Landing Road. The pavement surface is cracked and worn in many places, which prevents road markings from adhering to the pavement. Because of the amount of traffic Crows Landing Road carries, it should be made a high priority for resurfacing and restriping. When resurfacing and restriping occur, travel lanes will be reduced in width and bicycle lanes and buffers can be added, which will also improve pedestrian safety by moving traffic away from the curb and sidewalk, while providing additional safety and visibility for bicycle riders and for motorists exiting driveways and intersecting streets.

Further Study

Traffic Signals The traffic signal at Butte Avenue, in combination with the signal at Winmoore Way, creates traffic flow problems, particularly when a standard-length freight truck is caught between signals. Apparently the signal was installed to improve pedestrian safety, but pedestrian fatalities still occur north and south of Butte Avenue at Glenn and Amador Avenues, suggesting the need for a different solution or set of solutions to improve pedestrian safety. Modesto has planned to install a traffic signal at Glenn Avenue for many years, but has not yet done so, due to difficulty obtaining right of way. Furthermore, traffic speeds are high on the southernmost stretch of Crows Landing Road, where the greatest number of collisions also occurs. Reducing travel speeds will help improve safety by giving motorists more time to respond to changing road conditions and also by reducing the severity of collisions when they occur. Adding a traffic signal to Imperial Avenue should be considered to help reduce travel speeds and also to improve access to Crows Landing Road for the Industrial Fire Protection District's emergency vehicles. Careful consideration will be given to the effect of signal installation or removal on nearby intersections and on travel speeds.

Extended Raised Medians Raised medians have been recommended throughout Crows Landing Road with limited openings for left-in left-out traffic at intersections and driveways. Prior to the installation of substantial raised medians, city staff will meet with property owners and conduct driveway volume measurements, if necessary, to determine where medians should be open to allow left turns with careful consideration given to public safety.

On-Street Parking Evaluate whether on-street parking is desirable or necessary in conjunction with adjoining businesses. Care should be taken to avoid creating friction between neighboring businesses where customers or employees of one business may occupy parking on a nearby property. On-street parking can help pedestrians feel safer on the sidewalk by creating a buffer between them and moving traffic, but they can pose a hazard for bicyclists, who may need to avoid a suddenly-opened door.

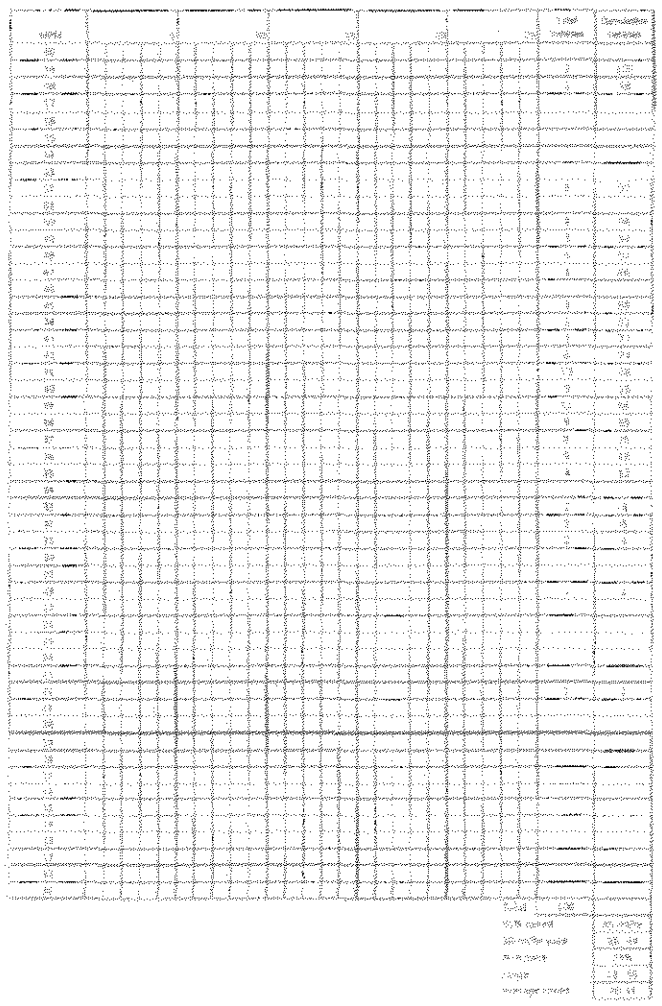
Land Use

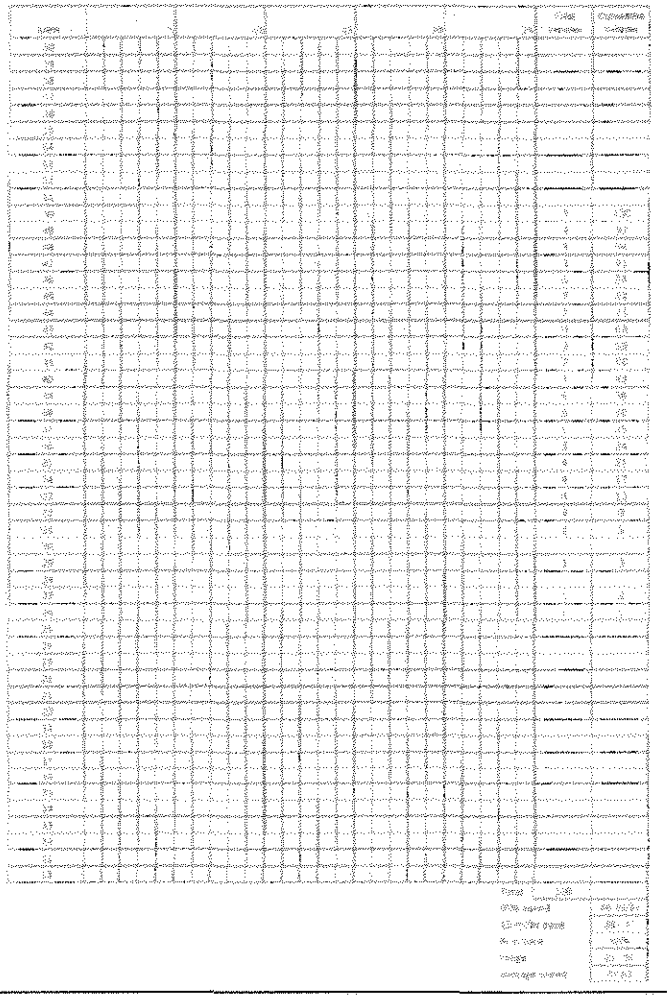
New or updated zoning regulations will need to be established to shape future development along Crows Landing Road. Such regulations will need to consider such issues as building locations, allowable land uses, and access standards. Additionally, zoning regulations will need to consider near-term and mid-term approaches for addressing non-conforming development. Modesto may develop a form-based code for the area, an overlay zone, or design guidelines or some combination of these to ensure a more vibrant, pedestrian-friendly environment. A general plan amendment may also be necessary, if Modesto wants to allow a mix of commercial and residential land uses. The primary focus should be to support and enhance the pedestrian-friendliness of Crows Landing Road between State Route 99 and Amador Avenue (both east and west), which has a distinct neighborhood orientation and the west side of Crows Landing Road between Amador and Algen Avenues, which has a similar character. These areas have good potential for redevelopment. Future development patterns for the segments of Crows Landing Road that are more industrial or highway-oriented should be given careful consideration with respect to expansion and reuse and secondarily for redevelopment. Access policies should be carefully thought out for the entire corridor in the context of neighborhood-, industry-, or highway-orientation.

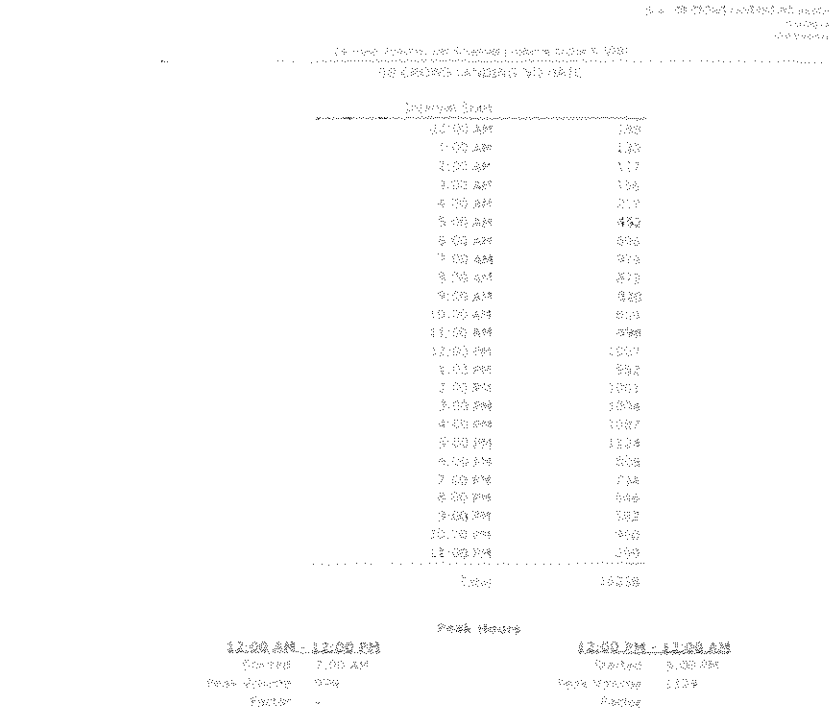
As developed areas are annexed to Modesto, the City will continue to pursue its agreement with the County providing for the installation of infrastructure to City standards. Nevertheless, Modesto will also need to develop a strategy to install curb, gutter, and sidewalk along those portions of Amador and E. Glenn Avenues that have already been annexed to Modesto. In coordination with Stanislaus County, Modesto will need to develop a strategy for consolidating driveways and retrofitting with vertical curbs and raising the sidewalks to grade.

Appendix A: Traffic Data

100







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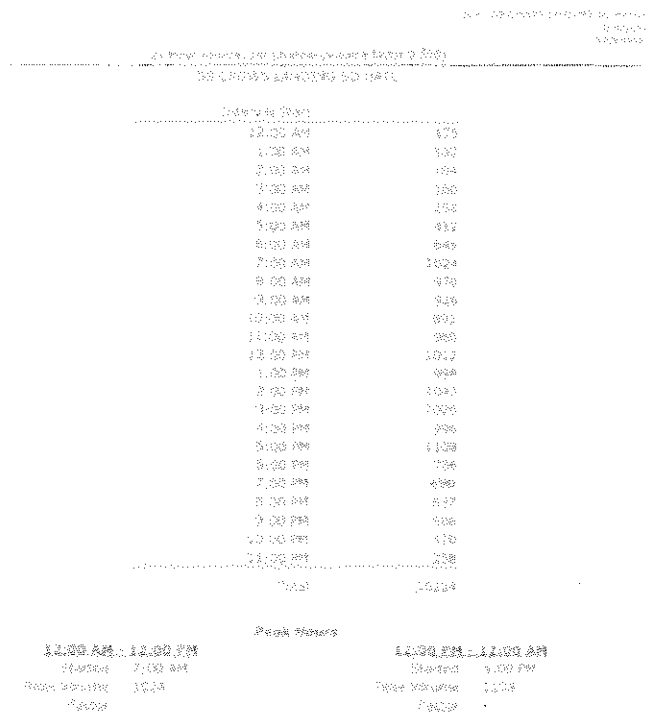

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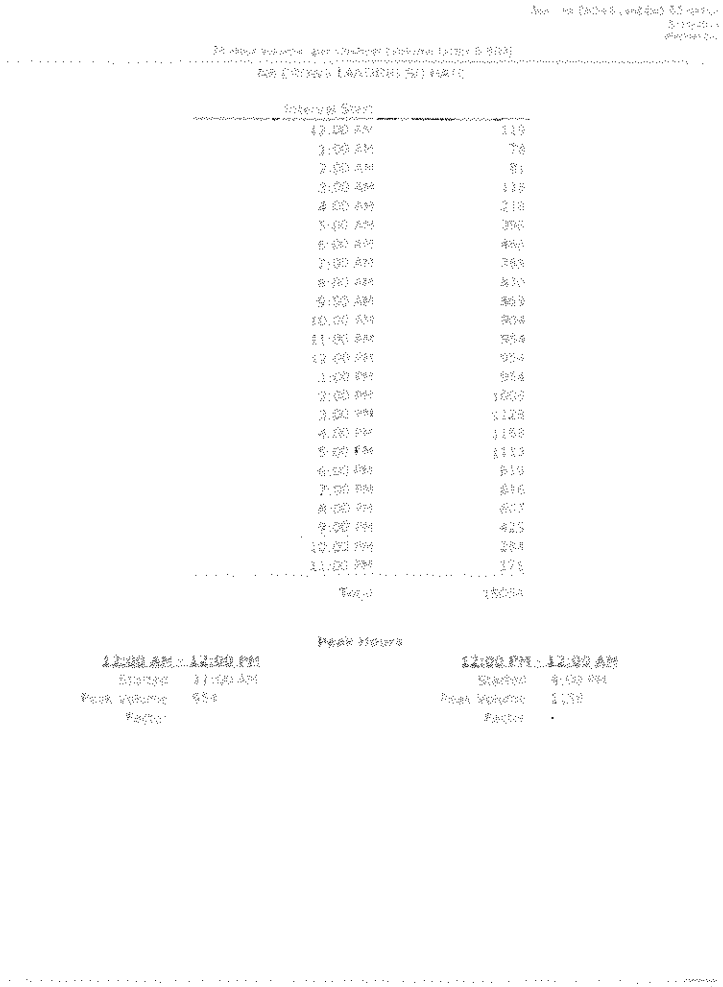

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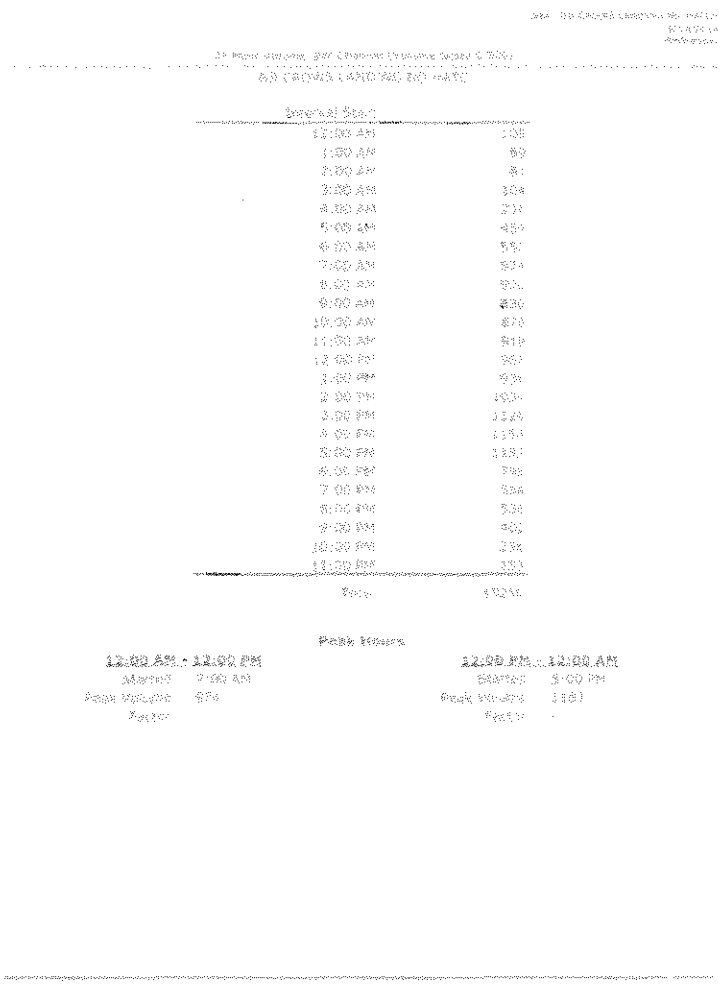

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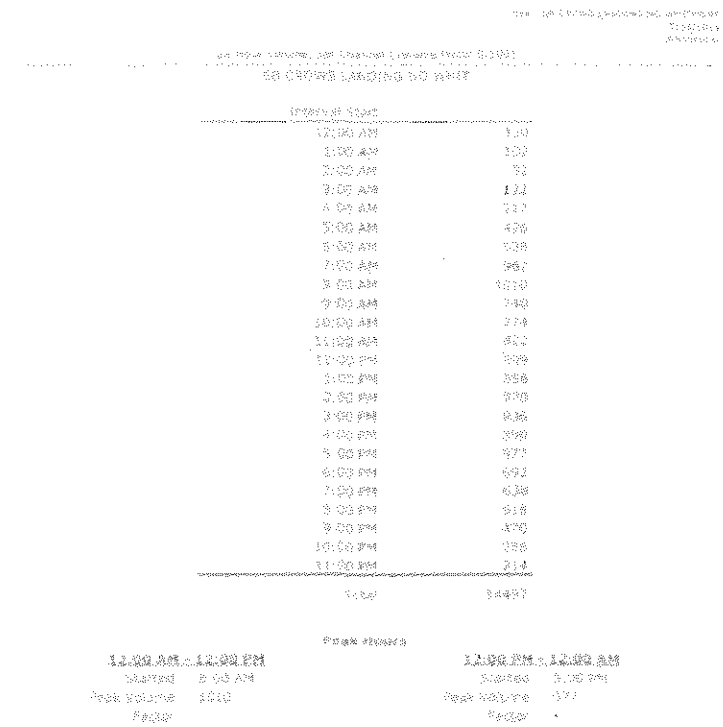
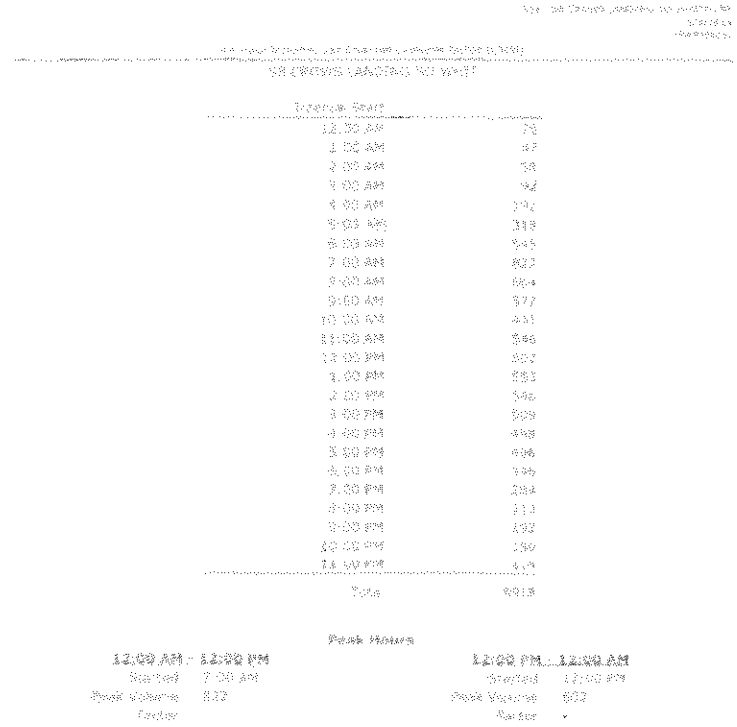
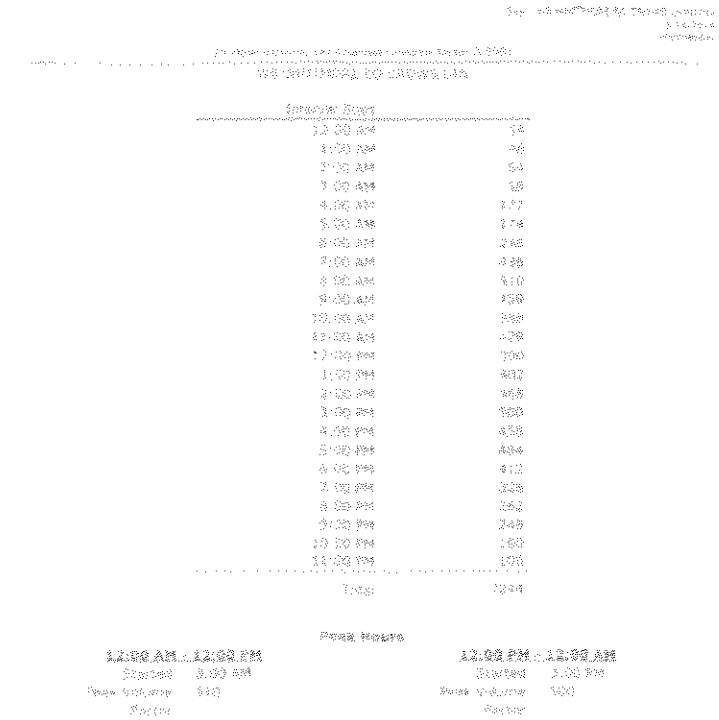
9:00 AM	830
10:00 AM	878
11:00 AM	919
12:00 PM	967
1:00 PM	936
2:00 PM	1034
3:00 PM	1124
4:00 PM	1154
5:00 PM	1187
6:00 PM	798
7:00 PM	584
8:00 PM	536
9:00 PM	402
10:00 PM	236
11:00 PM	153
Total	15256

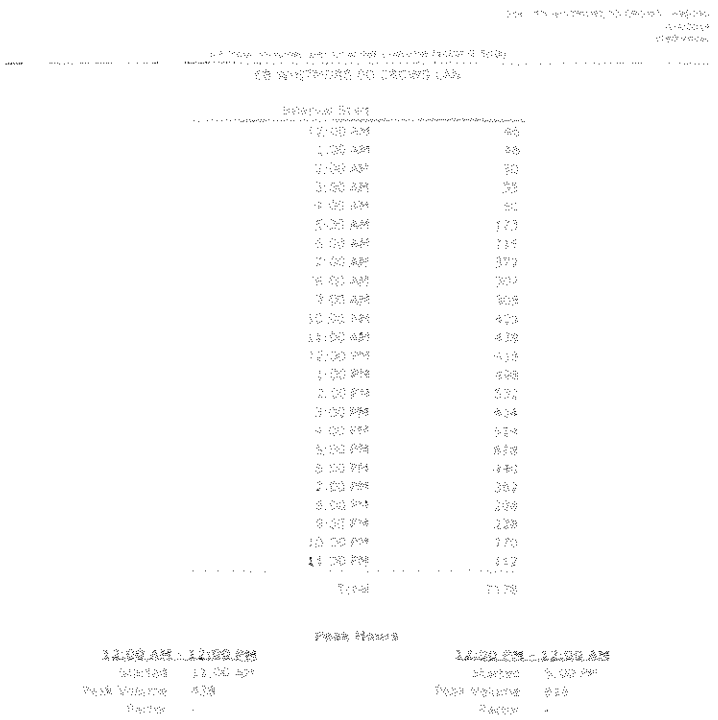
Peak Hours

12:00 AM - 12:00 PM		12:00 PM - 12:00 AM	
Started	7:00 AM	Started	5:00 PM
Peak Volume	974	Peak Volume	1187
Factor		Factor	-









Interval Start	
12:00 AM	17
1:00 AM	20
2:00 AM	16
3:00 AM	15
4:00 AM	14
5:00 AM	49
6:00 AM	176
7:00 AM	323
8:00 AM	344
9:00 AM	280
10:00 AM	244
11:00 AM	298
12:00 PM	303
1:00 PM	283
2:00 PM	307
3:00 PM	366
4:00 PM	343
5:00 PM	319
6:00 PM	300
7:00 PM	255
8:00 PM	249
9:00 PM	190
10:00 PM	113
11:00 PM	65
Total	4014

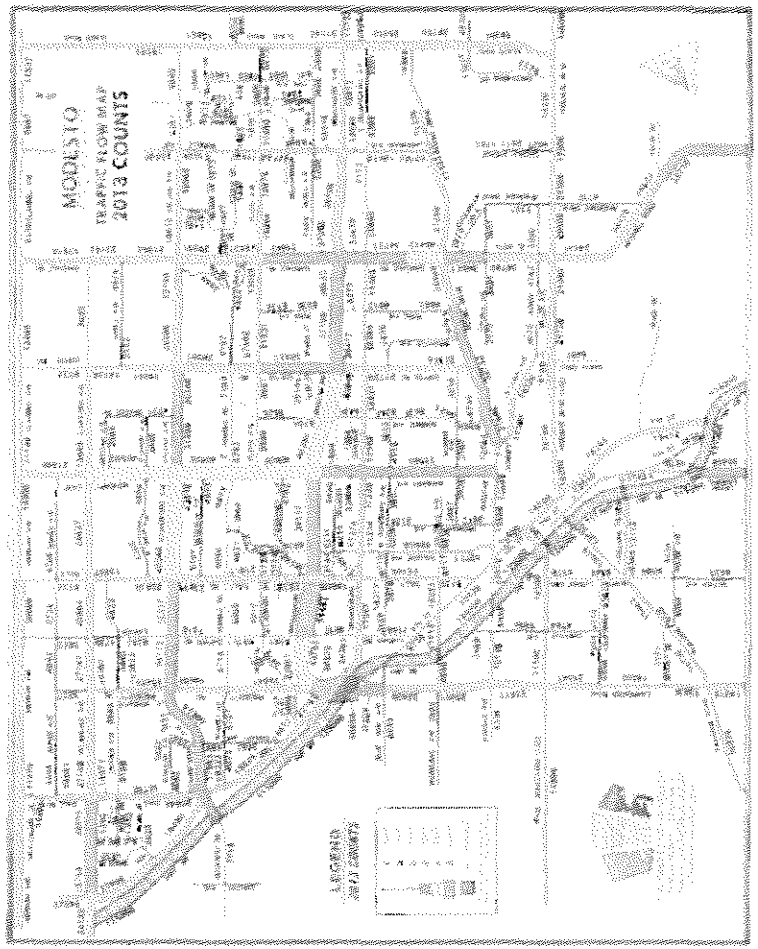
Peak Hours

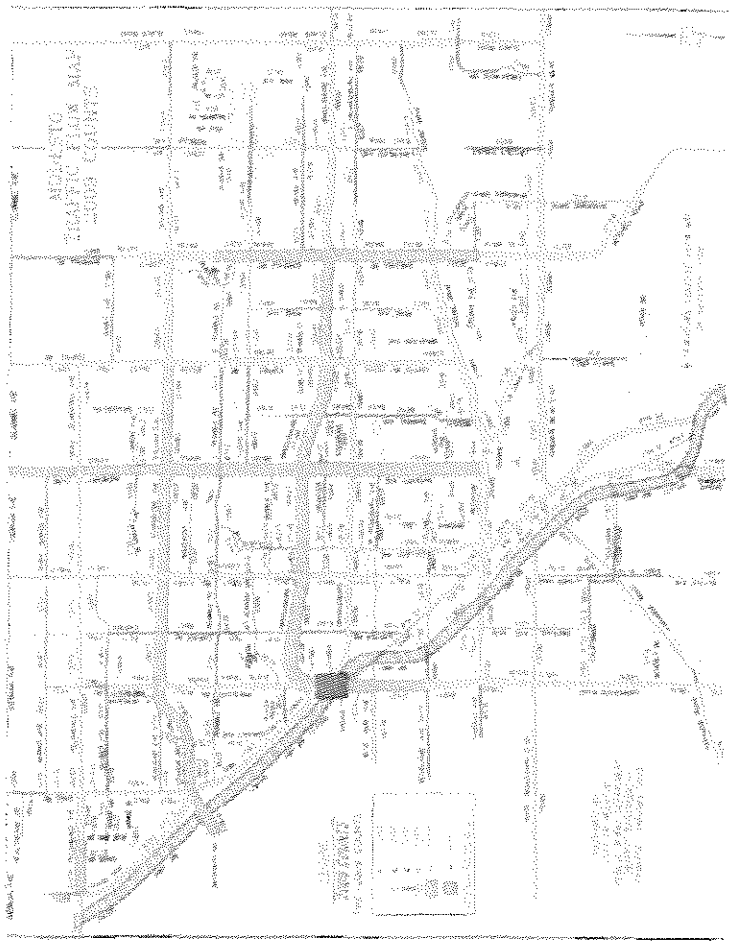
12:00 AM - 12:00 PM		12:00 PM - 12:00 AM	
Starting	8:00 AM	Starting	7:00 PM
Peak Volume	344	Peak Volume	366
Factor	.	Factor	.

Interval Start	
12:00 AM	41
1:00 AM	41
2:00 AM	31
3:00 AM	34
4:00 AM	68
5:00 AM	194
6:00 AM	711
7:00 AM	1,364
8:00 AM	1,379
9:00 AM	1,116
10:00 AM	976
11:00 AM	1,161
12:00 PM	1,181
1:00 PM	1,146
2:00 PM	1,214
3:00 PM	1,334
4:00 PM	1,376
5:00 PM	1,355
6:00 PM	1,241
7:00 PM	1,126
8:00 PM	1,018
9:00 PM	770
10:00 PM	567
11:00 PM	391
Total	19,335

Peak Hours

12:00 AM - 12:00 PM		12:00 PM - 12:00 AM	
Starting	8:00 AM	Starting	5:00 PM
Peak Volume	1379	Peak Volume	1376
Factor	.	Factor	.


MODESTO
TRAFFIC FLOW MAP
2013 COUNTS



CITY OF MODESTO
SPEED LIMIT MAP
LEGEND

CITY OF MODESTO
TRUCK ROUTE MAP

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-44

Print

RESOLUTION APPROVING THE REAPPOINTMENT OF DENNIS SMITH AS THE 2015 PLANNING COMMISSION REPRESENTATIVE TO THE BOARD OF ZONING ADJUSTMENT

WHEREAS, Section 1102 of the Charter of the City of Modesto authorizes the City Council to appoint members to various Boards and Commissions, and

WHEREAS, the Planning Commission met on December 15, 2014, and recommended the reappointment of Dennis Smith as its representative to the Board of Zoning Adjustment,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Modesto as follows:

SECTION 1. Dennis Smith is hereby reappointed as the 2015 Planning Commission representative to the Board of Zoning Adjustment, with a term expiration of January 1, 2016.

SECTION 2. The City Clerk is hereby directed to transmit a copy of this resolution to the appointed member of the Board of Zoning Adjustment, and the Secretary thereof.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of February, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-45

Print

RESOLUTION APPROVING THE APPOINTMENT OF ROSA ESCUTIA-BRAATON AS THE 2015 PLANNING COMMISSION REPRESENTATIVE TO THE CITIZENS HOUSING AND COMMUNITY DEVELOPMENT COMMITTEE

WHEREAS, Section 1102 of the Charter of the City of Modesto authorizes the City Council to appoint members to various Boards and Commissions, and

WHEREAS, on December 15, 2014, the Planning Commission recommended Rosa Escutia-Braaton as its representative to the Citizens Housing and Community Development Committee,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Modesto as follows:

SECTION 1. Rosa Escutia-Braaton is hereby appointed as the 2015 Planning Commission representative to the Citizens Housing and Community Development Committee, with a term expiration of January 1, 2016.

SECTION 2. The City Clerk is hereby directed to transmit a copy of this resolution to the appointed member of the Citizens Housing and Community Development, and the Secretary thereof.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of February, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-46

Print

RESOLUTION APPROVING THE APPOINTMENT OF MANI GREWAL AS THE 2015 AND 2016 PLANNING COMMISSION REPRESENTATIVE TO THE CIP TASKFORCE

WHEREAS, Section 1102 of the Charter of the City of Modesto authorizes the City Council to appoint members to various Boards and Commissions, and

WHEREAS, the Planning Commission met on December 15, 2014, and recommended appointment of Mani Grewal as its representative to the CIP Taskforce,

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Council of the City of Modesto as follows:

SECTION 1. Mani Grewal is hereby appointed as the 2015 and 2016 Planning Commission representative to the CIP Taskforce, with a term expiration of August 1, 2017.

SECTION 2. The City Clerk is hereby directed to transmit a copy of this resolution to the appointed member of the CIP Taskforce, and the Secretary thereof.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of February, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-47

Print

RESOLUTION AUTHORIZING THE PURCHASE OF TEN (10) FORD POLICE INTERCEPTOR UTILITY VEHICLES FOR THE MODESTO POLICE DEPARTMENT THROUGH THE PUBLIC WORKS DEPARTMENT, FLEET SERVICES DIVISION, BY "ACCESSING THE TERMS" OF A COMPETITIVELY BID CONTRACT WITH THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT TO BOB WONDRIES FORD, ALHAMBRA, CA, AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO ISSUE A PURCHASE ORDER FOR AN ESTIMATED TOTAL COST OF $296,973

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for new vehicles and heavy equipment, through various competitive processes, with the Purchasing Division coming back to Council for award authorization. The Ford Police Interceptor Utility Vehicles replace ten (10) existing patrol sedans, and

WHEREAS, these vehicles are replacement police vehicles for the Police Department. The patrol sedans have been subjected to a thorough evaluation and have met or exceeded the replacement criteria before being placed on the replacement list, and

WHEREAS, the Los Angeles County Sheriff's Department went through a competitive proposal process for the purchase of Ford Police Interceptor Utility Vehicles and issued contract #SH-15320005-1 to Bob Wondries Ford, Alhambra, CA., and

WHEREAS, the Purchasing Division issued a Request for Quote to the local Ford vendor. The local vendor stated they could not provide competitive pricing or meet the shortened delivery time frames quoted by Bob Wondries Ford. Taking advantage of this process and awarding a contract by "accessing the terms" of the Los Angeles County Sheriff's Department contract #SH-15320005-1 is an efficient and effective way to

purchase the ten (10) Ford Police Interceptor Utility vehicles, and saves the time and expense for the City to formally solicit RFB's, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. However, there are exceptions to the rule set forth in the Modesto Municipal Code, and

WHEREAS, one exception, MMC Section 8-3.204(d), is available where the Purchasing Manager, in his or her discretion, determines that a process other than the usual formal bid procedure set forth in MMC Section 8-3.203 will result in procurement for the City at the lowest possible cost commensurate with the desired quality. Acting within his discretion, the Purchasing Manager invoked that exception for this purchase due to the cost savings of staff time and the limited number of competitors. The purchase of ten (10) Ford Police Interceptor Utility vehicles by "accessing the terms" of the Los Angeles County Sheriff's Department contract #SH-15320005-1 with Bob Wondries Ford, Alhambra, CA, will conform to MMC Section 8-3.204(d), and

WHEREAS sufficient funds are budgeted in Fiscal Year 14/15, in the following appropriation unit: 5409-53246-57003.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the purchase of ten (10) Ford Police Interceptor Utility vehicles for the Modesto Police Department through the Public Works Department, Fleet Services Division, by "accessing the terms" of a competitively bid contract with the Los Angeles County Sheriff's Department contract #SH-15320005-1 with Bob Wondries Ford, Alhambra, CA.

BE IT FURTHER RESOLVED that the Purchasing Manager is hereby authorized to issue a purchase order for an estimated total cost of $296,973.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of February, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-48

Print

A RESOLUTION APPROVING THE TERMS AND CONDITIONS FOR MODESTO FIRE DEPARTMENT'S RESPONSE TO INCIDENTS OUTSIDE OF THE JURISDICTION WHEN THE DEPARTMENT IS ELIGIBLE FOR COMPENSATION OR REIMBURSEMENT FOR SUCH INCIDENT

WHEREAS, the Modesto Fire Department routinely responds to request for assistance to incidents outside the jurisdiction, and

WHEREAS, the request for resources to respond for assistance may be through an "Assistance for Hire" arrangement, and

WHEREAS, the Modesto Fire Department may be compensated for resources provided or reimbursed for response expenses through such agreements, and

WHEREAS, Fire Department personnel will be compensated (for all time committed to/portal to portal) by the Modesto Fire Department for response through such agreement, and

WHEREAS, when the Modesto Fire Department receives compensation and/or reimbursement for incident/event response through an agreement, such compensation and/or reimbursement will be used for personnel compensation, equipment use, repair, and replacement, and allowable administrative costs as authorized by the agreement, and

WHEREAS, personnel shall be compensated according to Memorandum of Understanding, Personnel rules and regulations, and/or other directives that identify personnel compensation in the workplace, and

WHEREAS, in the event a personnel classification does not have an assigned compensation rate, a "Base Rate" as set forth in an organizational policy, administrative directive or similar document will compensate such personnel, and

WHEREAS, the Modesto Fire Department will maintain a current salary survey or acknowledgement of acceptance of the "Base Rate" on file with the California Governor's Office of Emergency Services, Fire Rescue Division, and

WHEREAS, personnel will be compensated (portal to portal) beginning at the time of dispatch to the return to jurisdiction when equipment and personnel are in service and available for agency response, and

WHEREAS, Fire Department response personnel include; Fire Chief, Division Chief, Battalion Chief, Fire Captain, Engineer/Apparatus/Equipment Operator, Firefighter/Paramedic, Firefighter/EMT and Firefighter ,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the terms and conditions for Fire Department response to incidents outside of the jurisdiction when the Modesto Fire Department is compensated or reimbursed for such response.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of February, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-49

Print

RESOLUTIONS APPROVING AN ENTERTAINMENT PERMIT FOR ST. PATRICK'S DAY LUCKY FEST AS OUTLINED BY THE CITY OF MODESTO ORDINANCE NO 3492-C.S. AND AUTHORIZING THE PERMIT ADMINISTRATOR TO EXECUTE THE SPECIAL EVENT ENTERTAINMENT PERMIT AND ALL RELATED DOCUMENTS

WHEREAS, St. Patrick's Day Lucky Fest will focus on creating the ultimate Irish festival environment, and

WHEREAS, the event will be several local bands and DJ's playing at the event as well as a local bagpipe band, and

WHEREAS, the event is open to the public who are 21 years of age and over, and

WHEREAS, the event is controlled by temporary fencing outlining the entire perimeter with security at all entrances and exits, and

WHEREAS, St. Patrick's Day Lucky Fest has hired 40 security guards to assist the Modesto Police Department to ensure a safe and successful event, and

WHEREAS, the Modesto Police Department will be working the event as part of an Outside Work Agreement between the event promoter and the Modesto Police Department, and

WHEREAS, this item was not presented to the Entertainment Commission due to the number of conflicted committee members;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Special Event Entertainment Permit for Lucky Fest as outlined by the City of Modesto Ordinance No. 3492-C.S.

BE IT FURTHER RESOLVED that the Permit Administrator is hereby authorized to execute the Special Event Entertainment Permit and all related documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of February, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-50

RESOLUTION APPROVING A MAINTENANCE SERVICE SUBSCRIPTION AGREEMENT BETWEEN PREDPOL, INC. AND THE MODESTO POLICE DEPARTMENT FOR EXISTING CRIME PREVENTION SOFTWARE FOR AN ESTIMATED TOTAL OF $105,000; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, in FY 2013-14, the Modesto Police Department received authorization to purchase specialized predictive policing software tools including set-up and integration into its existing RMS/CAD/Data system and a service subscription for maintenance, to assist with determining where crimes are going to occur for better deployment of police resources to targeted areas, and

WHEREAS, this was paid for with AB109 funding, and

WHEREAS, PREDPOL is a proprietary software program and PREDPOL, Inc., is the sole source vendor of this product, and

WHEREAS, the Police Department has a very positive partnership with PREDPOL, Inc. and has significantly reduced our crime stats with reduced staffing by assisting the department in predicting where and when crimes are most likely to occur, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid, and

WHEREAS, however, there are exceptions to the rule set forth in the Modesto Municipal Code, and

WHEREAS, one exception, MMC Section 8-3.204(b), states whereas the Purchasing Agency's requirements can be met solely by a single article or process; the

sole source procurement of a three year software maintenance contract for Crime Prevention Software to PREDPOL, Inc., conforms to the Modesto Municipal Code.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a Maintenance Service Subscription Agreement between PREDPOL, Inc. and the Modesto Police Department for existing Crime Prevention Software for an estimated total of $105,000.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the necessary documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of February, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-51

RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT FOR THE PURCHASE OF A THREE YEAR SOFTWARE MAINTENANCE CONTRACT FOR CRIME PREVENTION SOFTWARE TO PREDPOL, INC.; AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO ISSUE A PURCHASE ORDER FOR AN ESTIMATED TOTAL COST OF $105,000

WHEREAS, in FY 2013-14, the Modesto Police Department received authorization to purchase specialized predictive policing software tools including set-up and integration into its existing RMS/CAD/Data system and a service subscription for maintenance, to assist with determining where crimes are going to occur for better deployment of police resources to targeted areas, and

WHEREAS, this was paid for with AB109 funding, and

WHEREAS, PREDPOL is a proprietary software program and PREDPOL, Inc., is the sole source vendor of this product, and

WHEREAS, the Police Department has a very positive partnership with PREDPOL, Inc. and has significantly reduced our crime stats with reduced staffing by assisting the department in predicting where and when crimes are most likely to occur, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid, and

WHEREAS, however, there are exceptions to the rule set forth in the Modesto Municipal Code, and

WHEREAS, one exception, MMC Section 8-3.204(b), states whereas the Purchasing Agency's requirements can be met solely by a single article or process; the sole source procurement of a three year software maintenance contract for Crime Prevention Software to PREDPOL, Inc., conforms to the Modesto Municipal Code.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of a sole source procurement for the purchase of a three year software maintenance contract for Crime Prevention Software to PREDPOL, Inc.

BE IT FURTHER RESOLVED that the Purchasing Manager, or his designee, is hereby authorized to issue a purchase order for an estimated total cost of $105,000.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of February, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-52

RESOLUTION ACCEPTING THE WORK BY BRENEMAN, INC., FOR THE "NORTHPOINTE BASIN IMPROVEMENTS PROJECT" AS COMPLETE, AUTHORIZING THE CITY CLERK TO FILE A NOTICE OF COMPLETION WITH THE STANISLAUS COUNTY RECORDER UPON RECEIPT OF APPROVED WARRANTY BOND, TO RELEASE SECURITIES UPON EXPIRATION OF STATUTORY PERIODS, AND AUTHORIZING PAYMENT OF AMOUNTS TOTALING $97,262

WHEREAS, a report has been filed by the Director of Utilities that the NorthPointe Basin Improvements Project has been completed by Breneman, Inc. in accordance with the contract agreement dated April 8, 2014,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the NorthPointe Basin Improvements Project is hereby accepted as complete from said contractor, Breneman, Inc. and that the City Clerk is authorized to file a Notice of Completion with the Stanislaus County Recorder upon receipt of approved Warranty Bond, to release securities upon expiration of statutory periods, and that payment of amounts totaling $97,262 is authorized as provided in the contract.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of February, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-53

RESOLUTION ACCEPTING THE WORK BY BRENEMAN, INC., FOR THE "CONSTRUCTION OF RIGHT TURN LANE STREET IMPROVEMENTS AT EASTBOUND BANGS AVENUE TO SOUTHBOUND PRESCOTT ROAD PROJECT" AS COMPLETE, AUTHORIZING THE CITY CLERK TO FILE A NOTICE OF COMPLETION WITH THE STANISLAUS COUNTY RECORDER UPON RECEIPT OF APPROVED WARRANTY BOND, TO RELEASE SECURITIES UPON EXPIRATION OF STATUTORY PERIODS, AND AUTHORIZING PAYMENT OF AMOUNTS TOTALING $187,353

WHEREAS, a report has been filed by the Director of Utilities that the Construction of Right Turn Lane Street Improvements at Eastbound Bangs Avenue to Southbound Prescott Road Project has been completed by Breneman, Inc. in accordance with the contract agreement dated May 6, 2014,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Construction of Right Turn Lane Street Improvements at Eastbound Bangs Avenue to Southbound Prescott Road Project is hereby accepted as complete from said contractor, Breneman, Inc. and that the City Clerk is authorized to file a Notice of Completion with the Stanislaus County Recorder upon receipt of approved Warranty Bond, to release securities upon expiration of statutory periods, and that payment of amounts totaling $187,353 is authorized as provided in the contract.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of February, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-54

RESOLUTION APPROVING AN AMENDMENT TO AGREEMENT WITH BLACKBURN CONSULTING FOR CONSTRUCTION MANAGEMENT SERVICES FOR EMERALD TRUNK SEWER RELIEF PROJECT, IN AN AMOUNT NOT TO EXCEED $156,350.37 FOR THE IDENTIFIED SCOPE OF SERVICES, PLUS $15,635.00 FOR ADDITIONAL SERVICES (IF NEEDED), FOR A MAXIMUM TOTAL AMOUNT OF $171,985.37, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AMENDMENT TO AGREEMENT

WHEREAS, The Emerald Trunk is approximately five miles long and ranges in diameter from 21-inches north of Highway 99 to 42-inches near the West Trunk, and

WHEREAS, the proposed Emerald Trunk Sewer Relief consists of 1.75 miles of 36-inch and 30-inch trunks along Emerald Avenue and Elm Avenue to the West Trunk, located along Nebraska Avenue.

WHEREAS, on February 25, 2014, by Resolution No. 2014-152, Council approved an agreement with Blackburn Consulting for construction management services for Emerald Trunk Sewer Relief Project, and

WHEREAS, the agreement with Blackburn Consulting needs to be amended to provide additional project management, project support, inspection, and testing, and

WHEREAS, City staff does not have the staffing level or subject matter expertise to provide this level of construction management services for the Emerald Trunk Sewer Relief Project, and

WHEREAS, therefore, City staff recommends approving the Amendment to Agreement with Blackburn Consulting for construction management services for Emerald Trunk Sewer Relief Project,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Amendment to Agreement with Blackburn Consulting for

Construction Management Services for Emerald Trunk Sewer Relief Project in an amount not to exceed $156,350.37 for the identified scope of services, plus $15,635.00 for additional services (if needed), for a maximum total amount of $171,985.37.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Amendment to Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of February, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-55

RESOLUTION APPROVING SPECIFIC PLAN AMENDMENT NO. 24 TO THE VILLAGE ONE SPECIFIC PLAN, TO CHANGE THE LAND USE DESIGNATION OF 9.5 ACRES WITHIN PRECISE PLAN NO. 18 FROM MULTI-FAMILY RESIDENTIAL TO VILLAGE RESIDENTIAL, TO FACILITATE THE DEVELOPMENT OF A 58-LOT RESIDENTIAL SUBDIVISION, PROPERTY LOCATED AT THE SOUTHWEST CORNER OF KODIAK DRIVE AND LINCOLN OAK DRIVE. (FLORSHEIM LAND COMPANY)

WHEREAS, on October 16, 1990, the City Council by Resolution No. 90-828A, adopted the Village One Specific Plan, and

WHEREAS, Government Code Section 65453 permits the amendment of Specific Plans as often as deemed necessary by the legislative body, and

WHEREAS, the City Council on June 18, 1991, by Resolution No. 91-405, adopted Specific Plan Amendment No. 1 to the Village One Specific Plan to adopt an amended Affordable Housing Program, and

WHEREAS, the City Council on May 5, 1992, by Resolution No. 92-222, adopted Specific Plan Amendment No. 2 to the Village One Specific Plan to improve technical correctness, readability, and comprehension, and

WHEREAS, the City Council on February 1, 1994, by Resolution No. 94-72, adopted Specific Plan Amendment No. 3 to the Village One Specific Plan to rewrite and reorganize the Plan to be more implementation oriented, and

WHEREAS, the City Council on May 24, 1994, by Resolution No. 94-297, certified the Final Supplemental EIR for Village One (SCH No. 90020181) which provided environmental analysis for the revisions in Specific Plan Amendment No. 4, and

WHEREAS, the City Council on May 24, 1994, by Resolution No. 94-298, adopted Specific Plan Amendment No. 4 to the Village One Specific Plan to widen Floyd Avenue from three to five lanes, realign the Claus/Sylvan intersection, delete the nonpotable water supply for public landscaping, and integrate mitigation monitoring into the Specific Plan, and

WHEREAS, the City Council on June 28, 1994, by Resolution No. 94-372, adopted Specific Plan Amendment No. 5 to the Village One Specific Plan to revise the Residential Design Policies for cul-de-sacs, alleys, garage orientation, and plan processing, and

WHEREAS, the City Council on June 28, 1994, by Resolution No. 94-373, adopted Specific Plan Amendment No. 6 to the Village One Specific Plan to revise the school and park sites within the Specific Plan and redistribute residential units among the Village One Precise Plan Areas, and

WHEREAS, the City Council on October 10, 1995, by Resolution No. 95-487, adopted Specific Plan Amendment No. 7 to the Village One Specific Plan to reduce costs and to implement recommendations to increase the marketability of development within the Village One area, and

WHEREAS, the City Council on May 14, 1996, by Resolution No. 96-245, adopted Specific Plan Amendment No. 7.1 to the Village One Specific Plan to delete the multiple-family development designation from Precise Plan Areas Nos. 8 and 33, and Resolution No. 26-246, to amend the Design Standard portion of the Village One Specific Plan pertaining to single-family dwelling setbacks and three-car garages, limited to Precise Plan Areas Nos. 8, 32, and 33, and

WHEREAS, the City Council on June 4, 1996, by Resolution No. 96-295, adopted Specific Plan Amendment No. 8 to the Village One Specific Plan to incorporate changes previously approved in Specific Plan Amendment No. 7 into the Specific Plan document itself, to make minor editorial changes to the Specific Plan, and to incorporate changes resulting from development of a revised Village One Facilities Master Plan, and

WHEREAS, the City Council on August 13, 1996, by Resolution No. 96-453, adopted Specific Plan Amendment No. 9 to the Village One Specific Plan to modify the standards for dwelling setbacks and three-car garages for the entire Specific Plan area, and

WHEREAS, the City Council on May 6, 1997, by Resolution No. 97-225, adopted Specific Plan Amendment No. 10 to the Village One Specific Plan to eliminate redundancy with the General Plan Housing Element policies and to eliminate language that was too restrictive, and

WHEREAS, the City Council on June 3, 1997, by Resolution No. 97-300, adopted Specific Plan Amendment No. 11 to the Village One Specific Plan to exempt public facilities from precise plan requirements, to streamline the Specific Plan amendment process, and to provide minor clarification to various policies and diagrams, and

WHEREAS, the City Council on October 21, 1997, by Resolution No. 97-602, adopted Specific Plan Amendment No. 12 to the Village One Specific Plan to allow changes in public service providers, delete the requirement for a business park market study, revise Amtrak station language, revise the business park precise plan diagram, and allow regional commercial uses in the business park, and

WHEREAS, the City Council on February 17, 1998, by Resolution No. 98-97, adopted Specific Plan Amendment No. 13 to the Village One Specific Plan to redesignate 9.8 acres in Precise Plan Area No. 3 from Multi-Family Residential to Village Residential, and

WHEREAS, the City Council on August 17, 1999, by Resolution No. 99-416, adopted Specific Plan Amendment No. 14 to the Village One Specific Plan to modify the mix of land uses allowed in the southeast quadrant of Precise Plan Area No. 20, and

WHEREAS, the City Council on September 26, 2000, by Resolution No. 2000-507, adopted Specific Plan Amendment No. 15 to the Village One Specific Plan to reduce the noise setback along Claus Road, and

WHEREAS, the City Council on May 7, 2002, by Resolution No. 2002-230, adopted Specific Plan Amendment No. 16 to the Village One Specific Plan to move 4.1 acres from Precise Plan Area No. 6 to Precise Plan Area No. 7, and

WHEREAS, the City Council on April 1, 2003, by Resolution No. 2003-177, adopted Specific Plan Amendment No. 17 to the Village One Specific Plan to allow for a revised infrastructure financing plan for Village One, including the formation of a new community facilities district for the remaining undeveloped, unvested property in Village One, and

WHEREAS, the City Council on December 7, 2004, by Resolution No. 2004-650, adopted Specific Plan Amendment No. 18 to the Village One Specific Plan to change the land use designation of Precise Plan Areas 23 and 24 from Commercial, Village Residential, and Multi-Family Residential to Village Residential and Medium-Density

Residential and to amend some of the Village One design and development standards, and

WHEREAS, the City Council on March 8, 2005, by Resolution No. 2005-129, adopted Specific Plan Amendment No. 19 to the Village One Specific Plan to change the land use designation of a portion of Precise Plan Area No. 1 from Very-Low-Density Residential to Office and High School and to allow City Council approval of a Final Development Plan concurrent with approval of Precise Plan Area No. 1, and

WHEREAS, the City Council on November 1, 2005, by Resolution No. 2005-547, adopted Specific Plan Amendment No. 20 to the Village One Specific Plan to allow for a revised layout for the Village Center Retail Center, property located at the southeast corner of Roselle and Floyd Avenues, and

WHEREAS, the City Council on May 9, 2006, by Resolution No. 2006-290, adopted Specific Plan Amendment No. 21 to the Village One Specific Plan to modify policies related to the development of the Village One Town Center Housing Project, property located at the northeast corner of Roselle Avenue and Belharbour Drive, and

WHEREAS, the City Council on December 12, 2007 by Resolution No 2007-749, adopted Specific Plan Amendment No. 22 to the Village One Specific Plan to change the land use designation from Multi-Family Residential to Village Center for the property at the northeast corner of Floyd Avenue and Roselle Avenue, and

WHEREAS, the City Council on March 11, 2014 by Resolution No. 2014-89 adopted Specific Plan Amendment No. 23 to the Village One Specific Plan to change the land use designation of six acres located at the southeast corner of Hillglen Avenue and Caden Drive from Elementary School to Village Residential, and

WHEREAS, the Florsheim Land Company has filed an application to amend the Village One Specific Plan to change the land use designation of 9.5 acres from Multi-Family Residential to Village Residential, property located at the southwest corner of Kodiak Drive and Lincoln Oak Drive, and

WHEREAS, on August 7, 2014 the proposed Specific Plan Amendment was referred to the Sylvan and Modesto School Districts, Modesto Irrigation District, Local Agency Formation Commission, County Planning and Community Development, and the Environmental Resources Director, for a 45 day referral period in accordance with Government Code sections 65453 and 65352, and

WHEREAS, on December 13, 2014, at 6:00 p.m. the Planning Commission held a duly noticed public hearing in the Tenth Street Place Chambers located at 1010 Tenth Street, Modesto, California, at which hearing evidence both oral and documentary was received and considered concerning the proposed Village One Specific Plan amendment, and

WHEREAS, after said public hearing, the Modesto City Planning Commission by Resolution No. 2014-20, recommended to the City Council approval of an amendment to the Village One Specific Plan to change the land use designation of 9.5 acres from Multi-Family Residential to Village Residential, property located at the southwest corner of Kodiak Drive and Lincoln Oak Drive, and

WHEREAS, said matter was set for a public hearing of the City Council to be held on February 24, 2015, in the Tenth Street Place Chambers located at 1010 Tenth Street, Modesto, California, at which date and time said duly noticed public hearing was held, and

WHEREAS, in Resolution No. 2015-56 the Council determined that the Project is a subsequent project within the scope of the project covered by the Modesto Urban Area General Plan Master Environmental Impact Report (SCH No. 2007072023).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby finds and determines that the proposed Amendment No. 24 to change the land use designation of 9.5 acres from Multi-Family Residential to Village Residential, property located at the southwest corner of Kodiak Drive and Lincoln Oak Drive is consistent with the Modesto Urban Area General Plan, which designated the site as Village Residential and allows for a single-family residential subdivision.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that the proposed amendment to the Village One Specific Plan is consistent with the Housing Element of the General Plan because the site was not considered by the Housing Element as a site of potential multi-family development, and there is a surplus of 608 units above what is needed to meet Regional Housing Needs Allocation (RHNA)

BE IT FURTHER RESOLVED by the Council of the City of Modesto that the Village One Specific Plan is hereby amended to change the land use designation of 9.5 acres from Multi-Family Residential to Village Residential, property located at the southwest corner of Kodiak Drive and Lincoln Oak Drive as shown on **Exhibit "A" attached** hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED by the Council that the City Clerk is hereby authorized and directed to send certified copies of this resolution and said amendment to the Village One Specific Plan to the Board of Supervisors of the County of Stanislaus.

BE IT FURTHER RESOLVED that the property owner and developer shall, at their sole expense, defend, indemnify and hold harmless the City of Modesto, its agents, officers, directors and employees, from and against all claims, actions, damages, losses, or expenses of every type and description, including but not limited to payment of attorneys' fees and costs, by reason of, or arising out of, this development approval. The obligation to defend, indemnify and hold harmless shall include but is not limited to any action to arbitrate, attack, review, set aside, void or annul this development approval on any grounds whatsoever. The City of Modesto shall promptly notify the developer of any such claim, action, or proceeding.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of February, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Cogdill, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

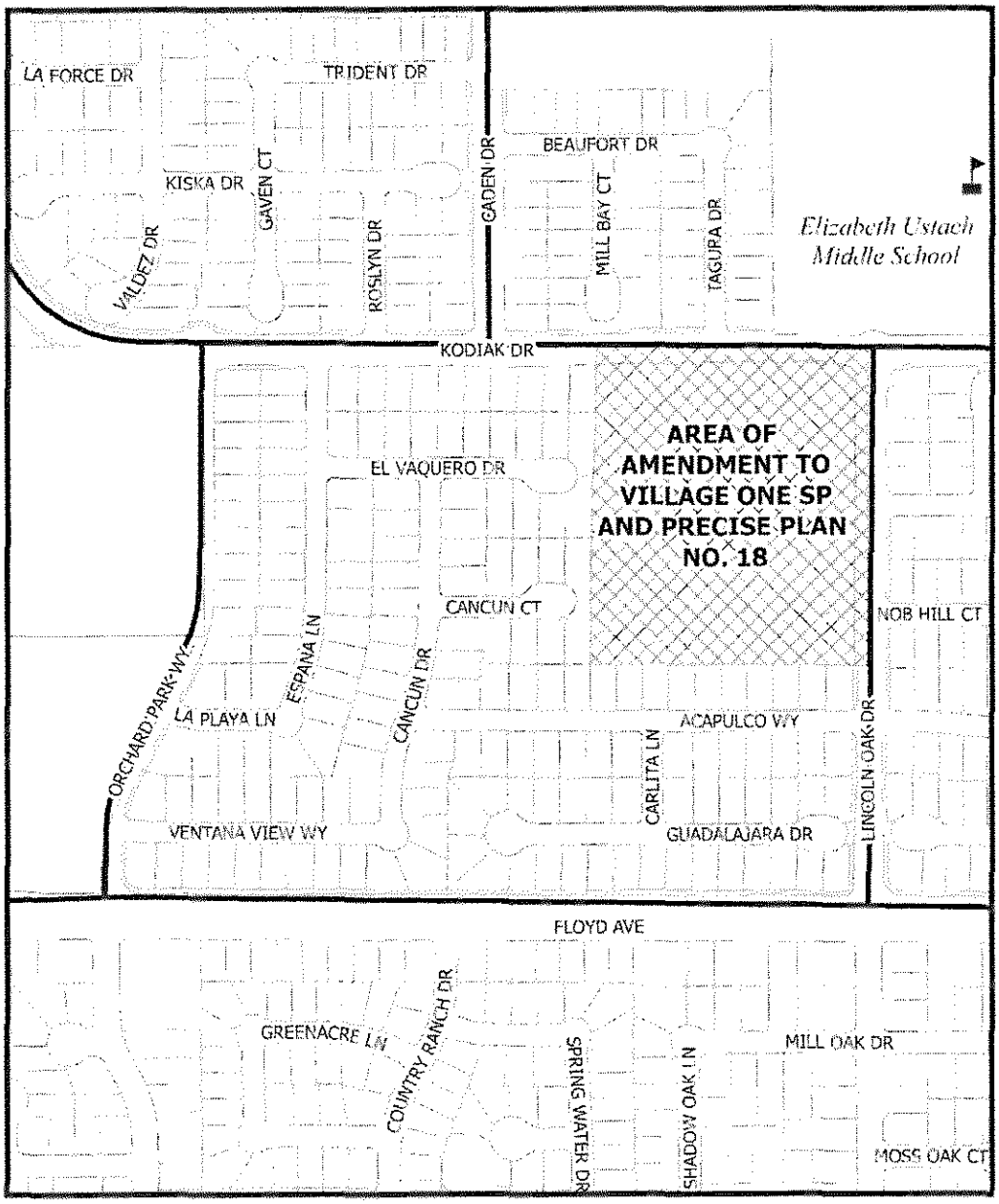
ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Exhibit A
Area of Amendment to Village One SP and Precise Plan Area No. 18



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AREA OF AMENDMENT TO VILLAGE ONE SPECIFIC PLAN AND PRECISE PLAN NO. 18

SPA-14-001/PPA-14-001

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-56

RESOLUTION FINDING THAT THE FOLLOWING SUBSEQUENT PROJECT IS WITHIN THE SCOPE OF THE PROJECT COVERED BY THE MODESTO URBAN AREA GENERAL PLAN MASTER ENVIRONMENTAL IMPACT REPORT (SCH NO. 2007072023): AN AMENDMENT TO THE VILLAGE ONE SPACIFIC PLAN AND PRECISE PLAN AREA NO. 18 TO FACILITATE A 58-LOT RESIDENTIAL SUBDIVISION (FLORSHEIM LAND COMPANY)

WHEREAS, on October 14, 2008, the City Council of the City of Modesto certified the Final Master Environmental Impact Report ("Master EIR") (SCH No. 2007072023) for the Modesto Urban Area General Plan, and

WHEREAS, the Florsheim Land Company has proposed an amendment to the Village One Specific Plan and Precise Plan No. 18 to allow for a 58-lot residential subdivision, property located at the southwest corner of Kodiak Drive and Lincoln Oak Drive, and

WHEREAS, pursuant to Section 21157.1 of the Public Resources Code, the City of Modesto's Community & Economic Development Department prepared an Environmental Assessment Initial Study EA/C&ED 2014-25 ("Initial Study") which analyzed whether the subsequent project may cause any significant effect on the environment that was not examined in the Master EIR and whether the subsequent project was described in the Master EIR as being within the scope of the report, and

WHEREAS, in accordance with CEQA guidelines beginning on January 6, 2015, the City caused to be published a 20-day notice of the City's intent to make a finding that the subsequent project conforms with the Master EIR, and

WHEREAS, said matter was considered by the City Council at a duly noticed public hearing which was held on February 24, 2015, at 5:30 p.m., in the Tenth Street Place Chambers located at 1010 Tenth Street, Modesto, California,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Council has reviewed and considered the Initial Study prepared for the proposed amendment to the Village One Specific Plan and Precise Plan No. 18 to allow for a 58-lot residential subdivision, property located at the southwest corner of Kodiak Drive and Lincoln Oak Drive, a copy of which is **attached** hereto as **Exhibit** "A", and incorporated herein by reference, and based on substantial evidence in the Initial Study makes the following findings:

1. An Initial Study was prepared by the City of Modesto that analyzed whether the subsequent project may cause any significant effect on the environment that was not examined in the Master EIR and whether the subsequent project was described in the Master EIR as being within the scope of the report.

2. The subsequent project will have no additional significant effect on the environment, as defined in subdivision (d) of Section 21158 of the Public Resources Code, that was not identified in the Master EIR.

3. No new or additional mitigation measures or alternatives are required.

4. The subsequent project is within the scope of the project covered by the Master EIR.

5. All applicable policies, regulations, and mitigation measures identified in the Master EIR have been applied to the subsequent project or otherwise made conditions of approval of the subsequent project.

6. No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified, and no new information, which was not known and could not have been known at the time that the Master EIR was certified as complete, has become available.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that the Community & Economic Development Director is hereby authorized and directed to file

a notice of approval or determination within five (5) business days with the Stanislaus County Clerk pursuant to Section 21152 of the Public Resources Code.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of February, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Cogdill, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT A

Initial Study

EA/C&ED 2014-25

City of Modesto

Finding of Conformance to General Plan Master EIR:

Initial Study Environmental Checklist C&ED No. 2014-25

For the proposed:

"Lincoln Parks Subdivision"

58-Lot Residential Subdivision,
Property Located at the Southwest Corner of
Kodiak Drive and Lincoln Oaks Drive (APN 077-062-001)

Village One Specific Plan Amendment (SPA-14-001)
Amendment to Precise Plan No. 18 (PPA-14-001)
Vesting Tentative Subdivision Map, Lincoln Parks (TSM-14-003)
"Lincoln Parks Subdivision"

Prepared by:
City of Modesto
Community & Economic Development Department
Planning Division

October 1, 2014

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City of Modesto
Master EIR Initial Study Environmental Checklist

I. PURPOSE

CEQA allows for the limited environmental review of subsequent projects under the City's Master Environmental Impact Report ("Master EIR" or "MEIR"). This Initial Study Environmental Checklist ("Initial Study") is used in determining whether the Lincoln Parks Subdivision is "within the scope" of the project analyzed in the Modesto Urban Area General Plan Master EIR (SCH# 2007072023) (Public Resources Code section 21157.1). When the Initial Study supports this conclusion, the City will issue a finding of conformance.

A subsequent project is "within the scope" of the Master EIR when:

1. it will have no additional significant effects on the environment that were not addressed as significant effects in the Master EIR; and

2. no new or additional mitigation measures or alternatives are required.

"Additional significant effects" means a project-specific effect that was not addressed as a significant effect in the Master EIR. [Public Resources Code Section 21158(d)]

The determination must be based on substantial evidence in the record. "Substantial evidence" means facts, reasonable assumptions predicated upon facts, or expert opinion based on facts. It does not include speculation or unsubstantiated opinion. (CEQA Guidelines Section 15384)

II. PROJECT DESCRIPTION

A. Title: Lincoln Parks Subdivision

B. Address or Location: Southwest corner of Kodiak Dr. and Lincoln Oak Dr. (APN 077-062-001)

C. Applicant: Florsheim Land Company; Randy Bling

D. City Contact Person: Katharine Martin

Project Manager: Katharine Martin
Department: Community and Economic Department, Planning Division
Phone Number: 209-577-5465
E-mail address: kamartin@modestogov.com

E. Current General Plan Designation(s): "VR" Village Residential

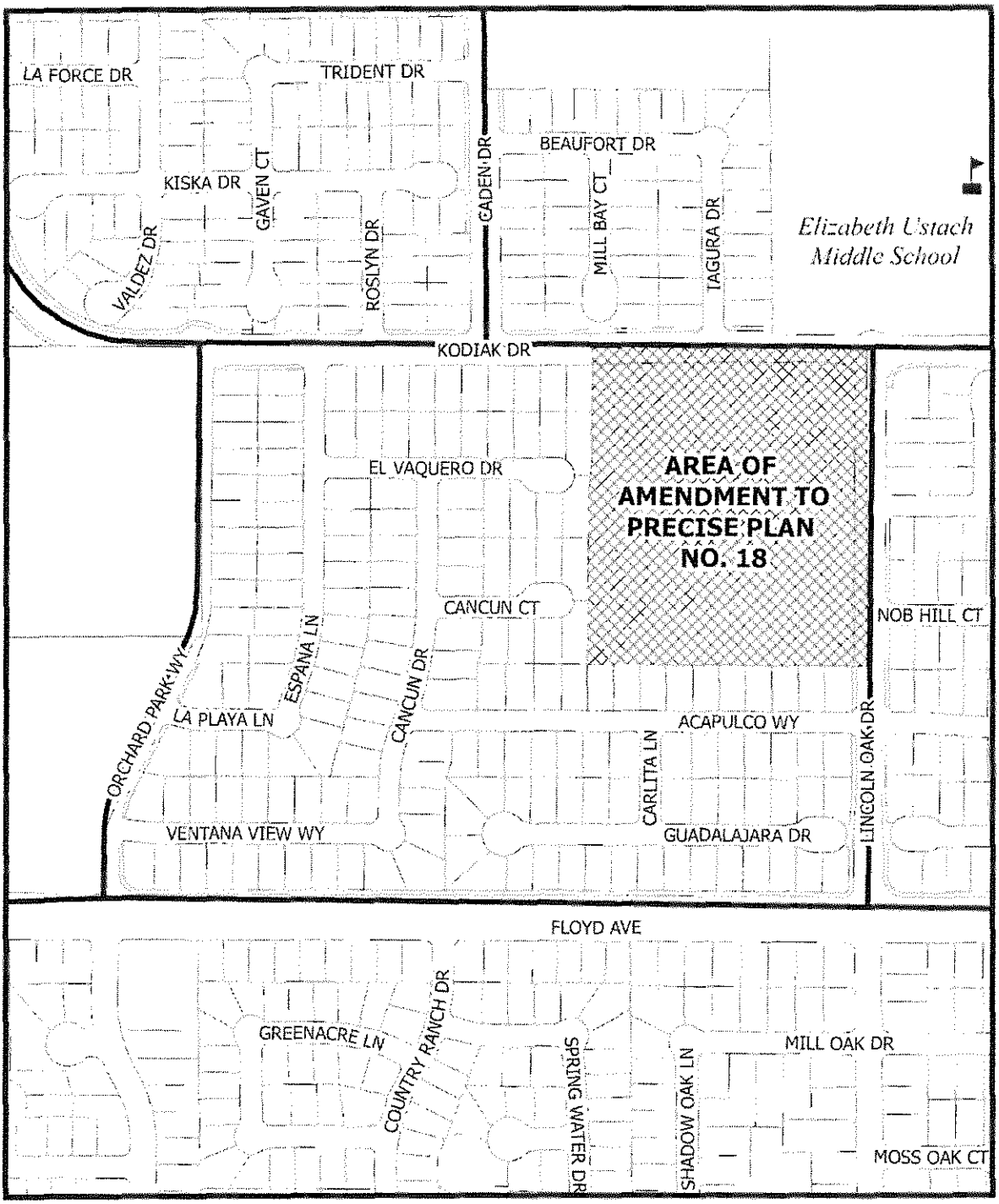
F. Current Zoning Classification(s): Specific Plan (SP)

G. Surrounding Land Uses:
- North: Single-Family Residential, Elizabeth Ustach Middle School
- South: Single-Family Residential
- East: Single-Family Residential
- West: Single-Family Residential

H. Project Description, including the project type listed in Section II.C (Anticipated Future Projects) of the Master EIR (Attach additional maps/support materials as needed for complete record):

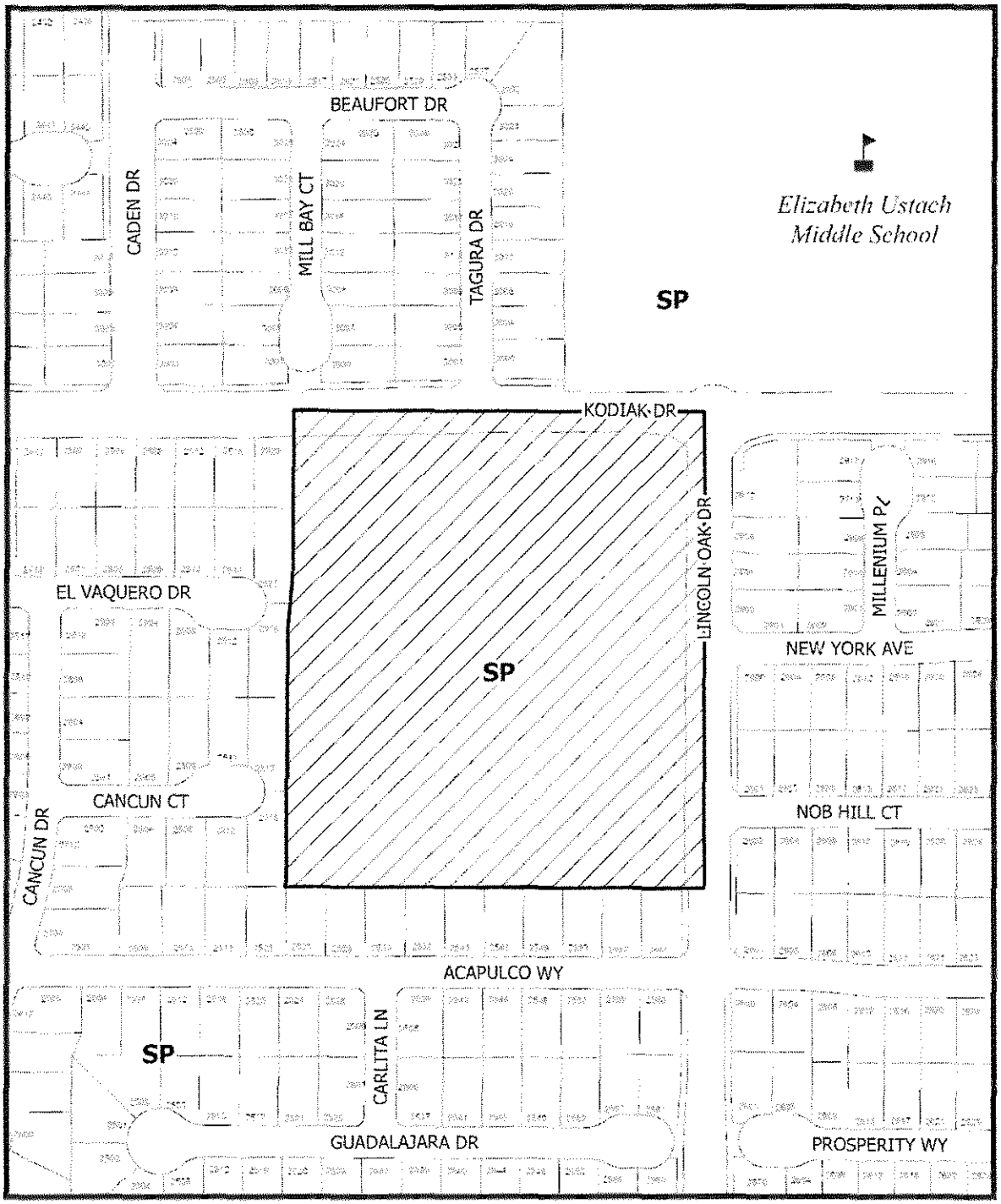
The project site is a vacant parcel of 9.8 acres located at the southwest corner of Lincoln Oaks Drive and Kodiak Drive within Precise Plan Area No. 18 of the Village One Specific Plan, currently designated for multi-family residential uses. The project involves an amendment to the Village One Specific Plan and associated Precise Plan No. 18, to change the land use intensity of the project site from Multi-Family Residential to Village Residential, thereby allowing for single-family residential uses. The project also proposes a 58-lot residential vesting tentative subdivision map, "Lincoln Parks", of which the amendments to the Village One Specific Plan and Precise Plan No. 18 are proposed to facilitate.

I. Other Public Agencies Whose Approval is Required: None.



PRECISE PLAN NO. 18

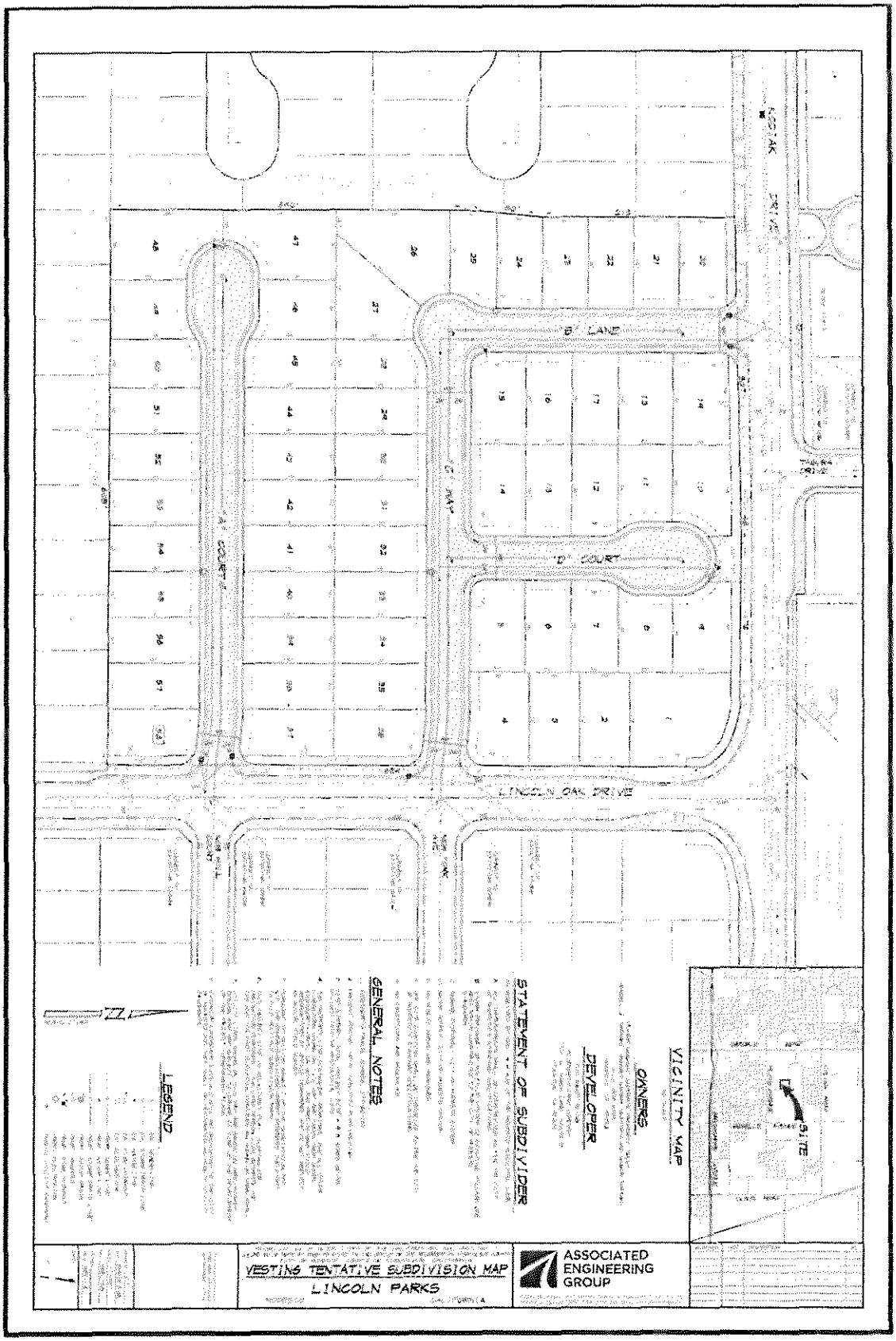
SPA-14-001/PPA-14-001/TSM-14-003



N

AREA OF PROPOSED SPECIFIC PLAN AMENDMENT
PRECISE PLAN AMENDMENT AND
VESTING TENTATIVE SUBDIVISION MAP

SPA-14-001/PPA-14-001/TSP-14-003



PROPOSED VESTING TENTATIVE SUBDIVISION MAP
LINCOLN PARKS
TSM-14-003

III. FINDINGS/DETERMINATION (SELECT ONE ON THE BASIS OF THE ANALYSIS IN SECTION IV)

1. _X_ Within the Scope - The project is within the scope of the Master EIR and no new environmental document or Public Resources Code Section 21081 findings are required. All of the following statements are found to be true:

A. The subsequent project will have no additional significant effect on the environment, as defined in subdivision (d) of Section 21158 of the Public Resources Code, that was not identified in the Master EIR.

B. No new or additional mitigation measures or alternatives are required.

C. The subsequent project is within the scope of the project covered by the Master EIR.

D. All applicable policies, regulations, and mitigation measures identified in the Master EIR have been applied to the subsequent project or otherwise made conditions of approval of the subsequent project.

E. No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified, and no new information, which was not known and could not have been known at the time that the Master EIR was certified as complete, has become available.

2. ____ Mitigated Negative Declaration Required - On the basis of the above determinations, the project is not within the scope of the Master EIR. A mitigated negative declaration will be prepared for the project. The following statements are all found to be true:

A. The subsequent project is within the scope of the project covered by the Master EIR.

B. All applicable policies, regulations, and mitigation measures identified in the Master EIR have been applied to the subsequent project or otherwise made conditions of approval of the subsequent project.

C. The project will have one or more potential new significant effects on the environment that were not addressed as significant effects in the Master EIR. New or additional mitigation measures are being required of the project that will reduce the effects to a less-than-significant level.

D. No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified, and no new information, which was not known and could not have been known at the time that the Master EIR was certified as complete, has become available.

3.____ Focused EIR Required- On the basis of the above determinations, the project is not within the scope of the Master EIR. A Focused EIR will be prepared for the project. All of the following statements are found to be true:

A. The subsequent project is within the scope of the project covered by the Master EIR.

B. All applicable policies, regulations, and mitigation measures identified in the Master EIR have been applied to the subsequent project or otherwise made conditions of approval of the subsequent project.

C. The project will have one or more new significant effects on the environment that were not addressed as significant effects in the Master EIR. New or additional mitigation measures or alternatives are required as a result.

D. No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified, and no new information, which was not known and could not have been known at the time that the Master EIR was certified as complete, has become available.

Project Manager	Title	Date

4. Within the Scope Analysis of this Document:

The Master EIR allows projects to be found within the scope of the MEIR if certain criteria are met. If the following statements are found to be true for all 21 impact categories included in this Initial Study, then the proposed project is addressed by the MEIR analysis and is within the scope of the MEIR. Any "No" response must be discussed.

		YES	NO
(1)	The lead agency for subsequent projects shall be the City of Modesto or a responsible agency identified in the Master EIR.	☒	☐
(2)	City policies which reduce, avoid, or mitigate environmental effects will continue to be in effect and, therefore, would be applied to subsequent projects where appropriate. The policies are described in the list of policies in place and mitigation measures attached to the Initial Study template. Project impacts would be mitigated to a less-than-significant level using MEIR mitigations only.	☒	☐
(3)	Federal, State, regional, and Stanislaus County regulations do not change in a manner that is less restrictive on development than current law (i.e., would not offer the same level of protection assumed under the Master EIR).	☒	☐
(4)	No specific information concerning the known or potential presence of significant resources is identified in future reports, or through formal or informal input received from responsible or trustee agencies or other qualified sources.	☒	☐
(5)	The development will occur within the boundaries of the City's planning area as established in this Urban Area General Plan.	☒	☐
(6)	Development within the project will comply with all appropriate mitigation measures contained and enumerated in the 2008 General Plan Master EIR.	☒	☐

5. Currency of the Master EIR Document

The MEIR should be reviewed on a regular basis to determine its currency, and whether additional analysis/mitigation should be incorporated into the MEIR via a Supplemental or Subsequent EIR (CEQA Section 21157.6). Staff has reviewed Sections 1 through 21 of this document in light of the criteria listed below to determine whether the MEIR is current. The analysis contained within the Master EIR is current as long as the following circumstances have not changed. Any "no" response must be explained.

		YES	**NO**
(1)	Certification of the General Plan Master EIR occurred less than five years prior to the filing of the application for this subsequent project.	☐	☒
(2)	This project is described in the Master EIR and its approval will not affect the adequacy of the Master EIR for any subsequent project because the City can make the following findings:	☒	☐
(a)	No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified.	☒	☐
(b)	No new information, which was not known and could not have been known at the time the Master EIR was certified as complete, has become available.	☒	☐
(c)	Policies remain in effect which require site-specific mitigation, and avoidance or other	☒	☐

	mitigation of impacts as a prerequisite to future development.		

Discussion:

(1) The General Plan Master EIR was certified on October 14, 2008, so more than five years has passed since the MEIR was certified. However, the analysis contained in the MEIR is still adequate for subsequent projects, as documented in the discussion below.

(2) The project is consistent with the analysis contained in the MEIR. This is documented in the discussion of the individual issue areas of this initial study.

(2)(a) There have been no substantive changes to the General Plan since the MEIR was certified that would create additional significant environmental effects that were not analyzed by the MEIR.

(2)(b) There has been no new information that would affect the adequacy of the analysis contained in the MEIR.

(2)(c) All policies contained in the MEIR that require site-specific mitigation or avoidance of impacts remain in effect and will be applied to the project as appropriate.

IV. ENVIRONMENTAL ANALYSIS

This Initial Study, in accordance with Section 21157.1(b) of the Public Resources Code, discloses whether the proposed project may cause any project-specific significant effect on the environment that was not examined in the Final Master EIR (MEIR) for the General Plan and whether new or additional mitigation measures or alternatives may be required as a result. The Initial Study thereby documents whether or not the project is "within the scope" of the Master EIR.

Pursuant to Public Resources Code Section 21157.1, no new environmental document or findings are necessary for projects that are determined to be within the scope of the MEIR. Adoption of the findings specified in Section III.1, above after completion of the Initial Study fulfills the City's obligation in that situation.

All environmental effects cited reflect 2025 conditions resulting from the Urban Area General Plan, as identified in the Master EIR.

The environmental impact analysis in the Master EIR for the Urban Area General Plan is organized in twenty-one subject areas. The following analysis is based on the impact analyses contained in Chapter V of the Master EIR. For ease of reference, the sections are numbered in the same order as the analyses in Chapter V.

1. TRAFFIC AND CIRCULATION

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable traffic and circulation impacts expected after application of mitigations/policies:

Direct Impacts

Effect: Increased automobile traffic will result in roadway segments (see MEIR on Table 1-7, pages V-1-32 to V-1-34) operating at LOS D, Modesto's significance threshold for automobile traffic, or lower (LOS E or F).

Effect: The substantial increase in traffic relative to the existing load and capacity of the street system will cause, either individually or cumulatively, the violation of automobile service standards established by StanCOG's Congestion Management Plan for designated roads and highways.

Effect: A substantial increase in automobile vehicle miles traveled and automobile vehicle hours of travel and a decrease in average automobile vehicle speed (see MEIR Table 1-6, page V-1-31).

Cumulative Impacts

Effect: Potential for growth inducement or acceleration of development resulting from highway and local road projects.

Effect: Substantial increase in traffic in relation to the existing traffic load and capacity of the street system, including a violation, either individually or cumulatively, of an automobile LOS standard established by the Congestion Management Plan for designated roads and highways.

Effect: Increased demand for capacity-enhancing alterations to existing roads or automobile traffic reduction.

Other impact categories affected by Traffic and Circulation are addressed throughout this Initial Study (see also Section 2, Degradation of Air Quality; Section 3, Generation of Noise; Section 7 Loss of Sensitive Wildlife and Plant Habitat; Section 8, Disturbance of Archaeological/Historic Sites; Section 14 Increased Demand for Fire Services; Section 18, Energy; Section 19, Visual Resources; Section 20, Land Use and Planning, and Section 21, Climate Change).

b. Master EIR and/or New Mitigation Measures Applied to the Project

Traffic and Circulation mitigation measures pertinent to this project are found on MEIR pages V-1-9 through V-1-28. All mitigation measures appropriate to the project, including any new measures, will be incorporated into or made conditions of approval of this project and are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

No mitigation measures regarding traffic from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-1.B of the Master EIR provides analysis of Traffic and Circulation impacts of development of the General Plan, the following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: A subsequent development project will have a new significant effect on the environment if it would exceed the following criteria:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
1. TRAFFIC AND CIRCULATION				
1) The proposed project exceeds traffic generation assumptions in the Master EIR for the site by 100 trips or more and City Engineering and Transportation staff has determined that the project would have additional potentially significant project-specific effects that are not avoided or reduced by the Master EIR's mitigation measures.	☐	☐	☐	☒
2) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?	☐	☐	☐	☒
3) The proposed project would cause additional roadway segments in the General Plan area to exceed LOS D and/or cause additional violations of standards in the Congestion Management Plan, and/or cause an increase in automobile vehicle miles or vehicle hours of travel or a decrease in automobile travel speed, as compared to the impacts disclosed in the Master EIR.	☐	☐	☐	☒
4) The proposed project would cause emergency response times to exceed acceptable standards established by the Fire Department, as compared to impacts disclosed in the Master EIR (see Section 14, Increased Demand for Fire Services).	☐	☐	☐	☒
5) The proposed project would result in less parking than required by the Municipal Code or as determined by staff.	☐	☐	☐	☒
6) The proposed project would conflict with adopted policies, plans, or programs that support alternative transportation, including, but not limited to the Regional Transportation Plan, the Sustainable Communities Strategy, the Bicycle Action Plan, and so on.	☐	☐	☐	☒
7) The proposed project would result in an increase	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
in automobile vehicle miles traveled on a per capita basis, in excess of that considered in the Urban Area General Plan MEIR.				

Discussion:

(1) The project site was assumed to be developed with multi-family residential uses to a maximum of 257 dwelling units. The proposed amendment to Village Residential uses to allow for a 58-lot single-family residential subdivision will not result in an increase in traffic compared to what was assumed for the site.

(2) The proposed project would not exceed a level of service standard established by the county congestion management agency (StanCOG).

(3) There are no significant changes in the level of service or the volume-capacity ratio as a result of the project and therefore there are no significant cumulative (long term) traffic impacts.

(4) Police and Fire Staff have reviewed this proposal and have indicated that there is no emergency access problem.

(5) The proposed single-family units will provide parking in accordance to the residential parking requirements of the Municipal Code.

(6) The proposed project has been reviewed by Traffic, Planning and Transit staff, who indicated no concerns. The project would not conflict with any adopted plans for alternative transportation.

(7) The proposed project would not result in a significant increase in automobile vehicle miles traveled (per capita) in excess of what was considered in the Urban Area General Plan.

2. DEGRADATION OF AIR QUALITY

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable air quality impacts expected after application of mitigations/policies:

Direct Impacts

Effect: Expected automobile traffic will result in increased operational emissions of reactive organic gases (ROG) and oxides of nitrogen (NO_X) (see MEIR Table 2-8, page V-2-27).

Effect: Expected automobile traffic will result in increased emissions of particulate matter 10 microns or less (PM_{10}) and 2.5 microns or less in diameter ($PM_{2.5}$) (see MEIR Table 2-8, page V-2-27).

Effect: Expected automobile traffic will result in increased carbon monoxide (CO) levels in the project area (see MEIR Table 2-7, page V-2-26, and Table 2-8, page V-2-27).

Cumulative Impacts

The Master EIR indicates the same impacts identified as direct impacts above will contribute to regional impacts on air quality for the criteria pollutants ROG, NO_x, PM_{10}, and $PM_{2.5}$.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Air quality mitigation measure(s) pertinent to the proposed project are found on pages V-2-13 through V-2-24 of the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project and are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

The appropriate mitigation to be applied to this project includes AQ-42 through AQ-44, and AQ-46 through AQ-56 from the MEIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-2.B of the Master EIR is the analysis of air quality impacts resulting from development of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project -specific effect not analyzed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
2. DEGRADATION OF AIR QUALITY				
1) The proposed project exceeds the project-level emissions thresholds established for CO, ROG, NO_x, PM_{10}, and $PM_{2.5}$ by the San Joaquin Valley Air Pollution Control District (SJVUAPCD) and is not consistent with the development assumptions for the project site, as established in the Urban Area General Plan and Master EIR.	☐	☐	☒	☐
2) The proposed project does not incorporate the best management practices established by the SJVAPCD for CO, ROG, NO_x, PM_{10}, and $PM_{2.5}$.	☐	☐	☒	☐
3) The proposed project does not comply with the air quality policies in the Modesto Urban Area General Plan.	☐	☐	☐	☒
4) The proposed project would expose sensitive receptors to pollutant concentrations in excess of those expected to occur as a result of	☐	☐	☒	☐

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
implementation of the Urban Area General Plan.				
5) The proposed project would create objectionable odors affecting a substantial number of people.	☐	☐	☒	☐

Discussion:

(1) The project involves the development of a 9.5-acre vacant parcel for a 58-lot residential subdivision. Emissions associated with the project would result from construction activity and increased residential traffic volumes. The net increase in emissions generated by these activities and other secondary sources would not exceed the thresholds of significance recommended by the San Joaquin Valley Air Pollution Control District or the development assumptions established in the Master EIR.

(2) The project was referred to the San Joaquin Valley Unified Air Pollution Control District (SJVUAPCD) for comments. Best management practices established by the SJVAPCD for CO, ROG, NO_x, PM_{10}, and $PM_{2.5}$ have been incorporated as conditions of approval. The project is required to comply with SJVUAPCD Rule VIII (Fugitive Dust Rules) per MEIR Mitigation Measures MEIR AQ-42 – MEIR AQ-56, which identifies control measures for PM10 emissions during the construction phase, as listed above under Existing Mitigation Measures Applicable to this Project.

In addition, the project is subject to SJVAPCD rule 9510 (Indirect Source Review). This rule fulfills the SJVAPCD's emission reduction commitments in the PM10 and Ozone Attainment Plans through design features or by payment of applicable off-site mitigation fees.

(3) The project is consistent with the City's policies regarding air quality. Therefore, project-specific effects will be less than significant.

(4) The project site is surrounded on four sides by single-family residential uses and a middle-elementary school. The proposed residential subdivision is not in itself a significant contributor to air pollution levels. The primary source of air pollution associated with the project would be residential traffic related, and would not result in a significant impact. The PM10 emissions created through construction activity will be mitigated as called for by the MEIR with the measures listed above.

(5) Construction activities for the project could potentially include the application of architectural coatings and asphalt paving materials that could generate localized temporary odors. The use of diesel-powered construction equipment could also generate localized temporary odors. Construction activities will be mitigated as called for by the MEIR with the mitigation measures listed above. Further, uses permitted within the proposed commercial development would not create objectionable odors that would affect a substantial number of people.

3. GENERATION OF NOISE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable noise impacts expected after application of mitigations/policies:

Direct Impacts

Effect: Future automobile traffic noise levels and roadway construction and maintenance activities resulting from development of the Urban Area General Plan will exceed the City's noise thresholds at various locations, but particularly in areas adjacent to heavily traveled roadways (see MEIR Table 3-3, page V-3-10, and Figure VII-2 and Table 3-6, pages V-3-18 and V-3-19).

Effect: Expected noise from airport operations and airport construction projects may expose up to 468 dwellings and three churches to noise levels of 65 dB CNEL and up to eight dwellings to noise levels of 70 dB CNEL.

Effect: Expose noise-sensitive land uses to noise from the construction of bicycle and transit projects.

Effect: Expose noise-sensitive land uses to noise from freight and passenger rail operations.

Cumulative Impacts

Effect: Traffic from development in the City of Modesto would, when combined with traffic from new development in the County and other cities, contribute to a cumulative increase in roadside noise levels on major roads and highways throughout Stanislaus County.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Noise policies and mitigation measures pertinent to the project being analyzed in this Initial Study are found on pages V-3-11 through V-3-15 of the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project and any new measures are listed in Section V, Mitigation Applied to Project.

Discussion:

The appropriate mitigation to be applied to this project includes N-3 from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-3.B of the MEIR discloses noise impacts resulting from development of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project -specific effect not analyzed in the Master EIR.

Significance Criteria: Determination of the proposed project's effects are based on the following thresholds. Project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
3. GENERATION OF NOISE				
1) The proposed project will exceed the standards for noise level and hours of operation established by the Modesto noise ordinance.	☐	☐	☐	☒
2) The proposed project will not comply with the noise policies of, or otherwise be inconsistent with, the Modesto Urban Area General Plan.	☐	☐	☐	☒
3) The proposed project will result in an increase in ambient noise levels in the project vicinity above those disclosed in the Master EIR.	☐	☐	☐	☒
4) The proposed project will result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels disclosed in the Master EIR implementation of the Urban Area General Plan.	☐	☐	☒	☐

Discussion:

(1-4) The project would not generate a significant amount of noise. There will be construction-related noise associated with the project involving heavy equipment; however, mitigation measures N-1 and N-2 will be applied to the project, which would mitigate those impacts to a less than significant level.

4. EFFECTS ON AGRICULTURAL LANDS

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on agricultural lands expected after application of mitigations/policies:

Direct Impacts

Effect: Between 1995 and 2025, development of the Urban Area General Plan may convert up to approximately 26,000 acres of farmland in various categories in the Planned Urbanizing Area to urban uses.

Effect: Approximately 1,200 acres of urban development along a 28.5-mile boundary 350 feet wide between urban and agricultural uses could be affected by continued agricultural operations, including noise, dust, and chemical overspray or drift.

Cumulative Impacts

Effect: Growth within Modesto's planning area would contribute considerably to the loss of agricultural land within Stanislaus County, accounting for the conversion of as much as approximately 26,000 acres of farmland in various categories in the Planned Urbanizing Area from 1995 to 2025.

b. Master EIR and/or New Mitigation Measures Pertinent to the Project

Agricultural land mitigation measures pertinent to the proposed project are found on pages V-4-6 to and V-4-8 of the Master EIR. All mitigation measures appropriate to the project and any new mitigation to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project.

Discussion:

No mitigation measures regarding agricultural lands from the MEIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-4.B of the Master EIR discloses the impacts resulting from the implementation of the Urban Area General Plan on agricultural lands. The following is an analysis of whether the proposed project would result in a new, significant, project -specific effect not previously analyzed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
4. EFFECTS ON AGRICULTURAL LANDS				
1) The proposed project is inconsistent with the Urban Area General Plan's policies relating to agricultural land.	☐	☐	☐	☒
2) The proposed project will either directly or indirectly result in the development of land outside the 2008 Urban Area General Plan's planning area boundary.	☐	☐	☐	☒
3) The proposed project will conflict with existing zoning for agricultural use, or there is an existing Williamson Act contract on the project site.	☐	☐	☐	☒
4) The proposed project will involve other changes in the existing environment not anticipated in the Master EIR which, due to their location or nature, could result in conversion of farmland to non-agricultural use.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the General Plan land use policies relating to agricultural land. The site is a 9.5-acre infill area surrounded by existing single-family residential uses and a middle-elementary school. The site is currently vacant and not used for agricultural purposes.

(2) The site is within the Village One Specific Plan area inside the Planned Urbanized Area. The project is not located outside of the 2008 planning area boundaries.

(3) The project site is not zoned for agricultural uses nor is under a Williamson Act contract.

(4) The project will not involve changes to the existing environment that could result in the conversion of farmland to non-agricultural uses. The surrounding properties are developed with single-family residential uses and a middle-elementary school.

5. INCREASED DEMAND FOR LONG-TERM WATER SUPPLIES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on long-term water supplies expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts have been disclosed in the Master EIR.

Cumulative Impacts

Effect: Operational yields of the Modesto and Turlock subbasins, both of which underlie the City of Modesto, are unknown, although the City is participating in a study with the United States Geological Survey in order to quantify the operational yields of both subbasins. Groundwater withdrawals from both basins by the City, when combined with other users' withdrawals, may result in overdrafting both subbasins.

Effect: Despite available options, during drought years, significant water shortages are forecast for the San Joaquin River basin, which includes both the Modesto and Turlock subbasins, by 2020. Modesto would make a cumulatively considerable contribution to the cumulative impact on water supply under drought conditions.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Water supply mitigation measures pertinent to the proposed project are found on pages V-5-6 through V-5-12 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

No mitigation measures regarding water supply from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-5.B of the Master EIR discloses impacts on long-term water supplies resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
5. INCREASED DEMAND FOR LONG-TERM WATER SUPPLIES				
1) The proposed project is inconsistent with water supply policies in the Urban Area General Plan.	☐	☐	☐	☒
2) Water demand for the proposed project will exceed estimates for similar projects or for development on the project site anticipated in the Urban Area General Plan or sufficient water supplies are not otherwise available to serve the project from existing entitlements and resources.	☐	☐	☐	☒
3) The proposed project would deplete groundwater supplies to a greater degree than anticipated in the Urban Area General Plan or would interfere with groundwater recharge.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the water supply policies in the General Plan.

(2) The project was referred to Land Development Engineering staff who indicated no concerns with water supply or demands of the project.

(3) The proposed project is consistent with the ground water demands assumed in the General Plan. The project would not have a significant effect on ground water recharge or depletion of long-term water supplies.

6. INCREASED DEMAND FOR SANITARY SEWER SERVICES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on sanitary sewer services after application of mitigations/policies:

Direct Impacts

Effect: Development resulting from implementation of the Urban Area General Plan will require substantial new sewage treatment and disposal capacity, treatment plant improvements, sewer mains and collection lines, and pump stations. The Wastewater Master Plan anticipates the need for these facilities and its EIR evaluates the impact of developing those facilities. Potential impacts include degradation of water quality through erosion and chemical releases; localized flooding; construction noise; exposure of construction workers and the public to hazardous materials; and on the habitat of the elderberry longhorn beetle, burrowing owl, and Swainson's hawk, as well as certain other regulated habitats. All of these impacts are mitigated to a less-than-significant level.

Additional impacts that are not mitigated to a less-than-significant level include loss of farmland cause by construction of the Phase IA tertiary treatment facility at the Jennings Road Secondary Treatment Facility, an increase in pollutant loads from increased wastewater flows to the San Joaquin River, and an increase in noise and criteria air pollutants due to construction activities, including traffic.

Cumulative Impacts

Effect: No additional cumulative impacts were identified in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Sewer service mitigation measures pertinent to the proposed project are found on pages V-6-3 through V-6-8 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-6.B of the Master EIR discloses impacts on the Increased Demand for Sanitary Sewer Service resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
6. INCREASED DEMAND FOR SANITARY SEWER SERVICES				
1) The proposed project is inconsistent with wastewater policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project will generate sewage flows	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
greater than those anticipated in the Urban Area General Plan for the project site.				
3) The proposed project will result in a determination by the wastewater treatment provider which serves or may serve the project that it has inadequate capacity to serve the project's projected demand in addition to the provider's existing commitments.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the wastewater policies in the General Plan.

(2-3) The project was referred to Land Development Engineering staff, who indicated no concerns with generation of sewer flows or capacity generated by the project.

7. LOSS OF SENSITIVE WILDLIFE AND PLANT HABITAT

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on sensitive wildlife and plant habitat expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant impacts on sensitive wildlife and plan habitat are expected to occur with the application of the policies contained in the Urban Area General Plan.

Cumulative Impacts

Effect: Implementation of the Urban Area General Plan will contribute to the cumulative impact of habitat loss in the San Joaquin Valley. Requiring density development than has occurred in the past or that is expected in the future would minimize the City's contribution to the cumulative loss of habitat. Nonetheless, this is a significant and unavoidable impact.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Wildlife and plant habitat mitigation measures pertinent to the proposed project are found on pages V-7-17 through V-7-24 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

The appropriate mitigation to be applied to this project includes SWPH-13, Table V-7-1(j), Policies for Sensitive Biological Habitats, Burrowing Owls, from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-7.B of the Master EIR discloses impacts on the Loss of Sensitive Wildlife and Plant Habitat resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
7. LOSS OF SENSITIVE WILDLIFE AND PLANT HABITAT				
1) The project is inconsistent with the policies pertaining to the loss of sensitive wildlife and plant habitat contained in the Urban Area General Plan.	☐	☒	☐	☐
2) Consultation with the California Department of Fish and Game or the U.S. Fish and Wildlife Service determines that the project would have a significant effect on a candidate, sensitive, or special status species in excess of the impact disclosed in the Master EIR.	☐	☒	☐	☐
3) The proposed project would have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act through direct removal, filling, hydrological interruption, or other means, in excess of the impact disclosed in the Master EIR.	☐	☐	☐	☒
4) The proposed project would substantially interfere with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.	☐	☐	☐	☒
5) Conflict with local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.	☐	☐	☐	☒
6) The proposed project would conflict with provisions of an adopted habitat conservation plan, natural community conservation plan, or other	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
approved local, regional, or state habitat conservation plan.				

Discussion:

(1) According to a 2003 habitat survey for the Swainson's Hawk, conducted for portions of Village One which included the neighboring Precise Plan Area No. 17 to the west of the project site (Attachment A) , the vicinity was concluded to be of low foraging value and that development of the area would not result in a significant impact to the species. Since the 2003 study, the project area has been further developed with urban uses and is currently surrounded by single-family residential uses and a middle-elementary school. Development of the site would not significantly impact Swainson's Hawk foraging habitat.

Burrowing owls, which are listed in the MEIR as a Special Status Wildlife Species, have been known to establish nests in burrows in the vicinity of the project site. Burrowing Owl nests were identified in a storm-drain basin located at the northeast corner of Bear Cub Lane and Kodiak Drive, approximately 1000 feet east of the project site. The owls were passively relocated in 2013 in accordance with California Department of Fish and Wildlife Guidelines in order to complete needed improvements to the basin.

If Burrowing Owls are present on the project site at the time of construction, disturbance could destroy occupied nests. Construction activities during the owls' breeding season could result in the loss of fertile eggs or nestlings, or lead to nest abandonment. The loss of occupied Burrowing Owl habitat (habitat known to have been occupied by owls during the nesting season within the past three years), or reduction in the number of owls within the County, directly or indirectly through nest abandonment or reproductive suppression, is considered to be a significant impact the California Department of Fish and Wildlife. Additionally, raptors, including owls and their nests, are protected under both federal and state laws and regulations, including the Migratory Bird Treaty Act and California Fish and Game Code Section 3503.5. Implementation of the mitigation measures SWPH-13, Table V-7-1, from the MEIR would reduce the potential impact on this species to a less-than-significant level.

(2) The California Department of Fish and Wildlife were consulted in the course of preparing the General Plan MEIR, and implementation of mitigation measures recommended by the DFW would reduce impacts to sensitive species to less than significant.

(3) The site does not qualify as a federally protected wetland per Section 404 of the Clean Water Act.

(4) The project site is not a biologically sensitive site as defined by Figures V-7-1a through V 7-1e of the MEIR.

(5) The project would not interfere with local policies or ordinances protecting biological resources.

(6) The proposed project would not conflict with any adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan.

8. DISTURBANCE OF ARCHAEOLOGICAL/HISTORICAL SITES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on archaeological/historical sites expected after application of mitigations/policies:

Direct Impacts

Effect: Modification resulting in a substantial adverse change in the significance of a historic resource or the demolition of a listed or eligible historic resource.

Effect: The modification or demolition of a structure more than 50 years in age may be significant.

Effect: Discovery of archaeological resources in areas outside of the riparian corridors, as a result of construction activities.

Effect: Construction in an area of high archaeological sensitivity.

Cumulative Impacts

Effect: No additional cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Archaeological or historic mitigation measures pertinent to the project being analyzed in this Initial Study are found on page V-8-16 through V-8-20 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project:

Discussion:

The appropriate mitigation to be applied to this project includes the measures specified in Table V-8-1(b-f) from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-8.B of the MEIR discloses impacts on archaeological/historical resources resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project -specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
8. DISTURBANCE OF ARCHAEOLOGICAL/ HISTORICAL SITES				
1) The proposed project is inconsistent with the archaeological/historical resource policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would demolish a building eligible for listing as a historic resource or remove a landmark from the Modesto inventory.	☐	☐	☐	☒
3) The proposed project would modify or demolish a structure more than 50 years in age.	☐	☐	☐	☒
4) The project would adversely affect a cultural resource that is either listed or eligible for listing in the California Register of Historical Resources.	☐	☐	☐	☒
5) Conflict with local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the archeological and historical resource policies in the General Plan.

(2-3) The project site is a vacant parcel of 9.5 acres with no structures.

(4) The project would not affect a resource that is listed or eligible for listing in the California Register of Historic Resources.

(5) The project would not conflict with local policies affecting biological resources.

9. INCREASED DEMAND FOR STORM DRAINAGE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on storm drainage expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: The population of Stanislaus County is projected to increase in a fashion similar to that of Modesto, resulting in additional urban development and associated increases in impervious surface area and associated increases in storm water runoff. Cumulative hydrologic impacts of storm water flows from Modesto urban areas and other areas of the County could occur due to the fixed capacity of MID and TID irrigation canals to convey drainage west to the San Joaquin River. If drainage channels in some areas prove insufficient to handle the increased drainage discharges, existing storm water runoff from urban and agricultural areas during large storm events would have to be interrupted until water levels receded to a point allowing the resumption of discharges to the channel. Ceasing discharges to drainage channels could cause inundation in and around the drainage conveyance pipeline systems, surface drainage channels, detention basins, and other urban areas. This cumulative impact is considered significant and unavoidable.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Storm Drainage mitigation measures pertinent to the project being analyzed in this Initial Study are found on pages V-9-4 through V-9-9. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project:

Discussion:

The appropriate mitigation to be applied to this project includes: SD-9 from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-9.B of the MEIR discloses impacts on the demand for storm drainage resulting from development of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
9. INCREASED DEMAND FOR STORM DRAINAGE				
1) The proposed project is inconsistent with the storm drainage policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or offsite, as compared to impacts anticipated to result from the Urban Area General Plan or create substantial unanticipated sources of polluted runoff.	☐	☐	☒	☐

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
3) The proposed project does not utilize Low Impact Development strategies to reduce runoff from the site and increase infiltration, resulting in no net increase in runoff before and after development.	☐	☐	☐	☒

Discussion:

(1) The proposed project is consistent with the storm drainage policies in the Urban Area General Plan.

(2) The project was referred to the Land Development Engineering Department who indicated no concerns with storm water runoff. The project will not contribute additional water runoff that would exceed the capacity of the storm drainage system.

(3) The project will utilize low impact strategies and meet the standards contained in the "Guidance Manual for New Development-Storm Water Quality Control Measures." This requirement will be implemented as a condition of project approval.

10. FLOODING AND WATER QUALITY

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on flooding and water quality expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Flooding and Water Quality mitigation measures pertinent to the project being analyzed in this Initial Study are found on pages V-10-6 through V-10-9 of the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project:

Discussion:

The appropriate mitigation to be applied to this project includes: FWQ-13 from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-10.B of the Master EIR provides analysis of Flooding and Water Quality impacts of development of the General Plan, the following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not previously analyzed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
10. FLOODING AND WATER QUALITY				
1) The proposed project is inconsistent with the flooding and water quality policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project does not comply with the regulatory requirements of the federal Clean Water Act or the State Porter-Cologne Act.	☐	☐	☐	☒
3) The proposed project would place more housing within a 100-year flood hazard zone than assumed in the Urban Area General Plan.	☐	☐	☐	☒
4) The proposed project would place structure within a 100-year flood hazard area so that they would impede or redirect floodwater or would substantially alter the existing on-site drainage pattern or a watercourse, in such a way as to cause flooding on- or offsite.	☐	☐	☐	☒
5) The proposed project does not comply with Modesto's Guidance Manual for New Development Storm Water Quality Control Measures.	☐	☐	☐	☒
6) The proposed project would violate water quality standards or waste discharge requirements.	☐	☐	☐	☒
7) The proposed project would substantially alter the existing drainage pattern of the site or area or a watercourse in a manner that would result in substantial erosion or siltation on- or offsite in excess of the assumptions of the Urban Area General Plan.	☐	☐	☐	☒
8) The proposed project would create or contribute runoff, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff, not expected as part of Urban Area General Plan implementation.	☐	☐	☐	☒

Discussion:

(1) The proposed project is consistent with the flooding and water quality policies in the Urban Area General Plan.

(2) The project would comply with the Federal Clean Water Act and the Porter Cologne Act requirements.

(3-4) The project site is not within a 100-year flood hazard zone as established by the Federal Emergency Management Agency (FEMA) Flood Rate Insurance Map 06099C0340E dated September 26, 2008.

(5) The project will comply with the Guidance Manual for New Development Storm Water Quality Control Measures (MIER Policy SD-11). This will be implemented as a condition of project approval.

(6) The project will not violate water quality standards or waste discharge requirements.

(7) The project would not substantially alter the existing drainage pattern of the site, area or a watercourse in a manner that would result in erosion or siltation.

(8) The City's Land Development Engineering Staff have reviewed the project and indicated no concerns that the project would cause significant flooding or unanticipated sources of runoff. The project will not contribute additional water runoff that would exceed the capacity of the storm drainage system.

11. INCREASED DEMAND FOR PARKS AND OPEN SPACE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on parks and open space expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Parks and open space mitigation measures pertinent to the proposed project are found on pages V-11-3 through V-11-9 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project:

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-11.B of the MEIR discloses impacts of the Urban Area General Plan on parks and open space. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. Project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
11. INCREASED DEMAND FOR PARKS AND OPEN SPACE				
1) The proposed project is inconsistent with the parks and open space policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would eliminate parks or open space.	☐	☐	☐	☒
3) The proposed project would cause an increase in the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility in question would occur or be accelerated or the proposed project would include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment.	☐	☐	☒	☐

Discussion:

(1) The project is consistent with the parks and open space policies in the General Plan.

(2) The project would not eliminate an existing park or designated open space. The project is on a vacant site previously designated for med-high density residential uses, proposed to be resdesignated for low density residential uses.

(3) The project would result in an increase in the use of existing park facilities; however, deterioration or other physical changes to the facilities are not expected to occur as a result of the project.

12. INCREASED DEMAND FOR SCHOOLS

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on school facilities expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR. By statute, the impact of new students is considered to be mitigated below a level of significance by payment of school impact fees and the exercise of any or all of the financing options set out in Government Code Section 65997.

Cumulative Impacts

Effect: Similar to direct impacts of implementation of the Urban Area General Plan, no residual significant direct impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Mitigation relies upon the implementation of the policies in place under the Modesto Urban Area General Plan. As long these policies are applied to all subsequent projects, no new mitigation is necessary. Further, payment of school impact fees and compliance with SB 50 is statutorily deemed to be full mitigation of school impacts (Government Code Section 65995).

The following schools mitigation measures on pages V-12-5 through V-12-7 of the Master EIR are pertinent to the proposed project. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project. Those measures are listed in Section V, Mitigation Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-12.B of the Master EIR discloses impacts resulting from implementation of the Urban Area General Plan associated with increased demand for schools. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
12. INCREASED DEMAND FOR SCHOOLS				
1) The proposed project is inconsistent with the policies relating to schools in the Urban Area	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
General Plan.				
2) The proposed project does not comply with SB 50/Proposition 1A funding provisions, or succeeding measures which state that compliance results in less-than-significant impacts on schools.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the policies relating to schools in the General Plan.

(2) The project was referred to Modesto City Schools and Sylvan Schools who indicated no opposition to the project.

13. INCREASED DEMAND FOR POLICE SERVICES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on police services expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Police services mitigation measures pertinent to the proposed project are found on pages V-13-2 through V-13-5 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-13.B of the Master EIR discloses impacts on police services resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
13. INCREASED DEMAND FOR POLICE SERVICES				
1) The proposed project is inconsistent with policies relating to police services in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would result in the need for new or significantly altered facilities not considered as part of the Urban Area General Plan or Master EIR which could cause new significant environmental impacts in order to maintain acceptable service ratios, response times, or other performance objectives.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the policies relating to police services in the General Plan.

(2) The project would not result in the need for construction of new or significantly altered facilities which could cause new significant environmental impacts in order to maintain acceptable service ratios, response times or other performance objectives. The project meets City Standards for emergency services access.

14. INCREASED DEMAND FOR FIRE SERVICES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on fire services expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Fire Services mitigation measure(s) pertinent to the project being analyzed in this Initial Study are found on pages V-14-4 through V-14-7 of the Master EIR. All mitigation measures appropriate to the

project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-14.B of the Master EIR discloses impacts on fire services resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
14. INCREASED DEMAND FOR FIRE SERVICES				
1) The proposed project is inconsistent with the fire service policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would result in the need for new or significantly altered facilities not considered as part of the Urban Area General Plan or Master EIR which could cause new significant environmental impacts in order to maintain acceptable service ratios, response times, or other performance objectives.	☐	☐	☐	☒
3) The proposed project, based upon substantial evidence, would cause the erosion or elimination of fire protection services in adjoining fire protection districts.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the fire service policies in the General Plan.

(2) The project would not result in the need for construction of new or significantly altered facilities which could cause new significant environmental impacts in order to maintain acceptable service ratios, response times or other performance objectives.

(3) The project would not significantly impact adjacent fire districts or result in the elimination of fire protection services.

15. GENERATION OF SOLID WASTE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on solid waste expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Solid waste mitigation measures pertinent to the proposed project are found on pages V-15-4 through V-15-7 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-15.B of the Master EIR discloses solid waste impacts resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. Project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
15. GENERATION OF SOLID WASTE				
1) The project is inconsistent with the solid waste policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The County is unable to expand its solid waste disposal capacity, as expected, causing all new development to result in cumulative impacts on the County's disposal capacity.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the solid waste policies in the General Plan.

(2) This project was referred to the Solid Waste Division for review, who indicated no concerns over service to the project area.

16. GENERATION OF HAZARDOUS MATERIALS

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts regarding hazardous materials expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Hazardous materials mitigation measures pertinent to the proposed project are found on pages V-16-8 through V-16-13 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-16.B of the Master EIR discloses impacts on hazardous materials resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
16. GENERATION OF HAZARDOUS MATERIALS				
1) The project is inconsistent with the hazardous	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
materials policies in the Urban Area General Plan.				
2) The proposed project would emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.	☐	☐	☐	☒
3) The proposed project would be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and as a result, would create a significant hazard to the public or the environment.	☐	☐	☐	☒
4) The proposed project would be constructed on a contaminated site not known to the State of California as of March 2008.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the hazardous materials policies in the General Plan.

(2) The project does comply with all applicable federal, state, and county standards and regulations relative to the handling, storage, disposal, and transport of hazardous or toxic materials or wastes. (No hazardous materials will be involved with this project).

(3) The project would not be located on a site, which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and as a result, would not create a significant hazard to the public or the environment.

(4) The project site is not known to contain any contaminants.

17. GEOLOGY, SOILS, AND MINERAL RESOURCES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts related to geology, soils, and mineral resources expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Geology, soils, and mineral resource mitigation measures pertinent to the proposed project are found on pages V-17-9 and V-17-10 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of the proposed project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-17.B of the Master EIR discloses geology, soils, and mineral resource impacts resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. Project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
17. GEOLOGY, SOILS, AND MINERAL RESOURCES				
1) The project is inconsistent with policies relating to geology, soils, and mineral resources contained in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would expose people or structures to potential substantial adverse effects including the risk off loss, injury, or death involving fault rupture, strong seismic activity; location on an expansive soil; result in the loss of topsoil; location on soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems in areas where sewers are not available for the disposal of wastewater; result in the loss of known mineral resources that would be of value to the region and the state; or result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with policies relating to geology, soils, and mineral resources in the General Plan.

(2) The project would not be located on soil that is unstable, or that would become unstable as a result of the project. There are no known mineral resources of value to the region and the state on the property.

18. ENERGY

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts pertaining to energy expected after application of mitigations/policies:

Direct Impacts

Effect: Continued development in the Planned Urbanizing Area would have an impact on available energy supplies. Energy consumption likely would increase substantially by 2025 as a result of implementation of the Urban Area General Plan.

Cumulative Impacts

Effect: Implementation of the Urban Area General Plan will have a cumulatively considerable impact on energy consumption.

b. Master EIR and/or New Mitigation Measures Applied to the Project

The following energy mitigation measures pertinent to the proposed project are found on pages V-18-2 through V-18-8 in the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project. Those measures will be listed in Section V, Mitigation Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-18.B of the Master EIR discloses impacts of implementing the Urban Area General Plan on energy resources. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
18. ENERGY				

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
1) The proposed project is inconsistent with policies relating to energy in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would result in energy consumption during construction, operation, maintenance, or removal that is more wasteful, inefficient, and unnecessary than assumed in the Urban Area General Plan.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the energy policies in the General Plan.

(2) The project would not result in energy consumption during construction, operation, maintenance or removal that is more wasteful, inefficient and unnecessary than assumed in the General Plan.

19. EFFECTS ON VISUAL RESOURCES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on visual resources expected after application of mitigations/policies:

Direct Impacts

Effect: New development in the Planned Urbanizing Area will occur in areas that are in agricultural production or are otherwise lightly developed, which could lead to the introduction of light and glare in areas that have little nighttime illumination.

Cumulative Impacts

Effect: No additional cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

The following visual resources mitigation measures pertinent to the proposed project are found on pages V-19-3 and V-19-4 in the Master EIR. All mitigation measures appropriate to the proposed project will be incorporated into or made conditions of approval of this project. Those measures will be listed in Section V, Mitigation Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-18.B of the Master EIR discloses impacts of implementing the Urban Area General Plan on energy resources. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
19. EFFECTS ON VISUAL RESOURCES				
1) The proposed project is inconsistent with policies relating to visual resources in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would degrade views from riverside areas and parks to a greater degree than assumed in the Urban Area General Plan.	☐	☐	☐	☒
3) The proposed project would degrade views of riverside areas from public roadways and nearby properties to a greater degree than assumed in the Urban Area General Plan.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the policies relating the visual resources in the General Plan.

(2) The project would not impact views from riverside areas and parks.

(3) The project would not impact views of riverside areas from roadways or nearby properties.

20. LAND USE AND PLANNING

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts pertaining to land use and planning expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

The following land use and planning mitigation measures pertinent to the proposed project are found on pages V-20-6 through V-20-17 in the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project. Those measures will be listed in Section V, Mitigation Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-20.B of the Master EIR discloses impacts of implementing the Urban Area General Plan on land use and planning. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
20. LAND USE AND PLANNING				
1) The proposed project is inconsistent with land use and planning policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project contains elements that would physically divide an established community in a way not assumed in the Urban Area General Plan.	☐	☐	☐	☒
3) The proposed project conflicts with a land use plan, policy or regulation established for the purpose of avoiding or mitigating an environmental impact by an agency that has jurisdiction over the proposed project.	☐	☐	☐	☒
4) The proposed project conflicts with an applicable habitat conservation plan or natural community conservation plan.	☐	☐	☐	☒

Discussion:

(1) The project is designated Village Residential the General Plan. The proposed residential subdivision is consistent with the current General Plan Land Use designation. The project is consistent with land use and planning policies in the General Plan.

(2) The project would not divide an established community. The surrounding area is developed with residential uses including a middle-elementary school to the northeast. The proposed subdivision is consistent with the surround uses and would not divide existing neighborhood.

(3) The project does not conflict with the land use plan, policies and regulations of the City of Modesto designed to mitigate project impacts.

(4) The project does not conflict with applicable habitat conservation plans or natural community conservation plans.

21. CLIMATE CHANGE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts pertaining to climate change expected after application of mitigations/policies:

Direct Impacts

Effect: Impacts resulting from implementation of the Urban Area General Plan are not substantial enough to result in a significant direct impact on climate change, as disclosed in the Master EIR.

Cumulative Impacts

Effect: Implementation of the Urban Area General Plan will have a cumulatively considerable impact on climate change.

b. Master EIR and/or New Mitigation Measures Applied to the Project

The following climate change mitigation measures pertinent to the proposed project are found on pages V-21-7 through V-21-10 in the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project. Those measures will be listed in Section V, Mitigation Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-18.B of the Master EIR discloses impacts of implementing the Urban Area General Plan on climate change. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
21. CLIMATE CHANGE				
1) The proposed project is inconsistent with policies relating to climate change in the Urban Area General Plan.	☐	☐	☒	☐
2) The proposed project would result in average automobile trip lengths or CO_2 emissions higher than those assumed in the Master EIR.	☐	☐	☒	☐
3) The proposed project would conflict with the Sustainable Communities Strategy or Alternative Planning Strategy that the Air Resources Board has agreed will achieve the goals of AB 32.	☐	☐	☒	☐

Discussion:

(1) The City of Modesto General Plan Master EIR addressed potential climate change impacts due to development and other activities associated with the Urban Area General Plan (UAGP). The Urban Area General Plan Master EIR (MEIR) determined that buildout of the UAGP would make a cumulatively considerable contribution to global climate change. The UAGP nonetheless authorizes development that will contribute to global climate change by virtue of the production of greenhouse gases. The MEIR states the projected rate of growth of vehicle miles traveled (VMT) will increase the City's contribution to global climate change as the City develops. Development under the UAGP is expected to generate approximately 1,096,226.4 metric tons per year above 2005 emissions. The City Council adopted a Statement of Overriding Considerations in 2008, finding that the benefits of the UAGP outweighed the City's increased contribution to global climate change.

The MEIR identifies policies CL-3 through CL-26 as policies in effect that have been determined to reduce, avoid or mitigate air quality environmental impacts within the existing City limits and within the Planned Urbanizing Areas as they annex and develop. These policies include but are not limited to, the use of shade trees to reduce the heat island effect, current energy efficient building standards to reduce energy consumption, and the inclusion of facilities for alternative transportation. The proposed project is required to develop in accordance with climate change policies included in the UAGP and the MIER.

(2) Climate change is an inherently cumulative impact because no single project can produce enough greenhouse gases to substantially alter the global climate. No thresholds have been set for individual or cumulative greenhouse gases. Nonetheless, the proposed project would result in greenhouse gas emissions due primarily to automobile travel and energy use for lighting, heating, cooling and other activities. The primary source of CO_2 emissions generated from the project would be related to automobile trips. As identified under the traffic and circulation discussion, traffic engineering staff has determined that the project will be in substantial conformance with the GP MEIR assumptions for traffic generation, the CO_2 emissions generated from the project would also be in substantial conformance with that which was assumed under the GP MEIR analysis.

(3) A Sustainable Communities Strategy has not yet been implemented by the Air Resources Board. Future development will be required to comply with the provisions of the Sustainable Communities Strategy once it is established.

V. MITIGATION MEASURES APPLIED TO THE PROPOSED PROJECT

If the Initial Study results in the determination that a Finding of Conformance can be adopted for the proposed project Section A below applies. If the Initial Study results in the determination that a Finding of Conformance cannot be adopted and a Mitigated Negative Declaration/EIR must be prepared for the project then Section B, below applies.

A. Master EIR Mitigation Measures Applied to the Project

Pursuant to Public Resources Code Section 21157.1(c), in order for a Finding of Conformance to be made, all appropriate mitigation measures from the Master EIR shall be incorporated into the proposed project. Urban Area General Plan Policies/Master EIR mitigation measures shall be made part of the proposed project prior to approval by means of conditions of project approval or incorporation into the appropriate document or plan.

All applicable and appropriate mitigation measures have been applied to the project (see mitigation measures listed below).

B. New or Additional Mitigation Measures or Alternatives Required

Where the project's effects would exceed the significance criteria for each environmental impact category, a mitigated negative declaration or Focused EIR must be prepared. Staff has reviewed the project against the significance criteria thresholds established in the Master EIR for all impact categories in this Initial Study.

A Mitigated Negative Declaration or Focused EIR shall be prepared for the project. The following additional project-specific mitigation measures listed below are necessary to reduce the identified new significant effect:

Traffic and Circulation:

N/A

Degradation of Air Quality:

AQ-42: All disturbed areas, including storage piles, which are not being actively utilized for construction purposes, shall be effectively stabilized of dust emissions using water, chemical stabilizer/suppressant, covered with a tarp or other suitable cover or vegetative ground cover.

AQ-43: All on-site unpaved roads and off-site unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant.

AQ-44: All land clearing, grubbing, scraping, excavation, land leveling, grading, cut & fill, and demolition activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by presoaking.

AQ-46: When materials are transported off-site, all material shall be covered, or effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained.

AQ-47: All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent public streets at the end of each workday. (the use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions.) (Use of blower devices is expressly forbidden.)

AQ-48: Following the addition of materials to, or the removal of materials from, the surface of outdoor storage piles, said piles shall be effectively stabilized of fugitive dust emissions utilizing sufficient water or chemical stabilizer/suppressant.

AQ-49: Within urban areas, track out shall be immediately removed when it extends 50 or more feet from the site and at the end of each workday.

AQ-50: Any site with 150 or more vehicle trips per day shall prevent carryout and track out.

The following measures should be implemented at construction sites when required to mitigate significant PM10 impacts(note, these measures are to be implemented in addition to Regulation VIII requirements):

AQ-51: Limit traffic speeds on unpaved roads to 15 mph; and

AQ-52: Install sandbags or other erosion control measures to prevent silt runoff to public roadways from sites with a slope greater than one percent (1%).

AQ-53: Install wheel washers for all exiting trucks, or wash off all trucks and equipment leaving the site.

AQ-54: Install wind breaks at windward side(s) of construction areas.

AQ-55: Suspend excavation and grading activity when winds exceed 20 mph. Regardless of windspeed, an owner/operator must comply with Regulation VIII's 20 percent (20%) opacity limitation.

AQ-56: Limit the area subject to excavation, grading and other construction activity at any one time.

Generation of Noise:

N-3: The project shall comply with the City's noise ordinance. Construction equipment and vehicles should be equipped with properly operating mufflers according to the manufacturers' recommendations. Air compressors and pneumatic equipment should be equipped with mufflers, and impact tools should be equipped with shrouds or shields. Equipment that is quieter than standard equipment should be utilized. Haul routes that affect the fewest number of people should be selected.

Effects on Agricultural Lands:

N/A

Increased Demand for Long-Term Water Supplies:

N/A

Increased Demand for Sanitary Sewer Services:

N/A

Loss of Sensitive Wildlife and Plant Habitat:

SWPH-13, Table V-7-1(j): Implementation of formal CDFG guidelines to avoid and minimize impacts to Burrowing Owls.

In conformance with federal and state regulations regarding the protection of raptors, a habitat assessment in accordance with CDFG guidelines for Burrowing Owls shall be completed prior to the start of construction. Burrowing owl habitat on the project site and within a 500-foot (150 m) buffer zone shall be assessed. If the habitat assessment concludes that the site and immediate vicinity lack suitable Burrowing Owl habitat, no additional action would be warranted. However, if suitable habitat is located on, or immediately adjacent to, the site, all Burrowing Owl habitat shall be mapped at an appropriate scale, and the following mitigation measures should be implemented:

1. In conformance with federal and state regulations regarding the protection of raptors, a pre-construction survey for Burrowing Owls, in conformance with CDFG guidelines, shall be completed no more than 30 days prior to construction within suitable habitat.

2. No Burrowing Owls will be evicted from burrows during the nesting season (February 1 through August 31). Eviction outside the nesting season may be permitted pending evaluation of eviction plans and receipt of formal written approval from the CDFG authorizing the eviction.

3. A 250-foot (76 m) buffer, within which no new activity will be permissible, will be maintained between project activities and nesting Burrowing Owls during the nesting season. This protected area will remain in effect until August 31, or at the CDFG's discretion and based upon monitoring evidence, until the young owls are foraging independently.

4. If accidental take (disturbance, injury, or death of owls) occurs, the CDFG will be notified immediately.

If pre-construction surveys determine that Burrowing Owls occupy the site and avoiding development of occupied areas is not feasible, then habitat compensation on off-site mitigation lands should be implemented. Habitat Management (HM) lands comprising existing Burrowing Owl foraging habitat and breeding habitat should be acquired and preserved. An area of 6.5 acres 2.6 ha) (the amount of land found to be necessary to sustain a pair or individual owl) should be secured for each pair of owls, or individual in the case of an odd number of birds. As part of an agreement, the project applicant shall secure the performance of its mitigation duties by providing the CDFG with security in the form of funds that would:

1. Allow for the acquisition and/or preservation of 6.5 acres (2.6 ha) of HM lands;

2. Provide initial protection and enhancement activities on the HM lands, potentially including, but not limited to, such measures as fencing, trash clean up, artificial burrow creation, grazing or mowing, and any habitat restoration deemed necessary by CDFG;

3. Establish an endowment for the long-term management of the HM lands; and

4. Reimburse the CDFG for reasonable expenses incurred as a result of the approval and implementation of this agreement.

Disturbance of Archaeological/Historic Sites:

Table V-8-1(b-f):

b. Prior to excavation and construction, the prime construction contractor and any subcontractors shall be cautioned on the legal and/or regulatory implications of knowingly destroying cultural resources or removing artifacts, human remains, bottles, or other cultural materials from the project area.

c. The project sponsor shall identify a qualified archeologist prior to any demolition, excavation, or construction. The City will approve the project sponsor's selection of a qualified archeologist. The archeologist would have the authority to temporarily halt excavation and construction activities in the immediate vicinity (ten-meter radius) of a find if significant or potentially significant cultural resources are exposed and/or adversely affected by construction operations.

d. Reasonable time shall be allowed for the qualified archeologist to notify the proper authorities for a more detailed inspection and examination of the exposed cultural resources. During this time, excavation and construction would not be allowed in the immediate vicinity of the find; however, those activities could continue in other areas of the project site.

e. If any find is determined to be significant by the qualified archeologist, representatives from the construction contractor and the City, the qualified archeologist, and a representative of the Native American community (if the discovery is an aboriginal burial) would meet to determine the appropriate course of action.

f. All cultural materials recovered as part of a monitoring program would be subject to scientific analysis, professional curation, and a report prepared according to current professional standards.

Increased Demand for Storm Drainage:

SD-9: Construction activities shall comply with the requirements of the City's Storm Water Management Plan under its municipal NPDES Stormwater permit, and the State Water Resources Control Board's General Permit for Discharges of Storm Water Associated with Construction Activity. (UAGP Policy V.E.3[h])

Flooding and Water Quality:

FWQ-13: Construction activities shall comply with the requirements of the City's Storm Water Management Plan under its municipal NPDES Stormwater permit, and the State Water Resources Control Board's General Permit for Discharges of Storm Water Associated with Construction Activity. (UAGP Policy V.E.3[h])

Increased Demand for Parks and Open Space:

N/A

Increased Demand for Schools:

N/A

Increased Demand for Police Services:

N/A

Increased Demand for Fire Services:

N/A

Generation of Solid Waste:

N/A

Generation of Hazardous Materials:

N/A

Geology, Soils, and Mineral Resources:

N/A

Energy:

N/A

Effects on Visual Resources:

N/A

Land Use and Planning:

N/A

Climate Change:

N/A

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-57

RESOLUTION AMENDING THE POSITION ALLOCATION FOR FISCAL YEAR 2014-2015 AS ADOPTED IN THE OPERATING BUDGET

WHEREAS, a Position Allocation for the City of Modesto was adopted by Modesto City Council on June 10, 2014, as part of the Annual Budget of the City of Modesto for Fiscal Year 2014-2015, and

WHEREAS, on June 10, 2014, the City Council approved an organization restructure of various divisions and departments, and

WHEREAS, following the completion of that restructuring, it was identified that additional functions should be restructured to further enhance the efficiency in specific areas, and

WHEREAS, as a result of the additional organizational changes, an allocation change is now needed to implement the reorganization,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Position Allocation for Fiscal Year 2014-15 as follows:

1. Add one (1) Deputy City Manager in the City Manager's Office;
2. Eliminate one (1) Administrative Services Director in the Administrative Services Department;
3. Add one (1) Chief Information Officer in the Information Technology Department;
4. Eliminate one (1) Director of Parks, Recreation and Neighborhoods in the Parks, Recreation and Neighborhoods Department;

This resolution shall become effective on and after February 25, 2015.

The foregoing resolution was introduced at the regular meeting of the Council of the City of Modesto held on the 24th day of February, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-58

A RESOLUTION AMENDING THE FISCAL YEAR 2014-2015 OPERATING BUDGET TO ADD A SECOND DEPUTY CITY MANAGER POSITION, RE-ESTABLISH THE POSITION OF CHIEF INFORMATION OFFICER IN THE FISCAL YEAR 2014-2015 BUDGET AND DE-FUND THE POSITIONS OF DIRECTOR OF ADMINISTRATIVE SERVICES AND DIRECTOR OF PARKS, RECREATION AND NEIGHBORHOODS EFFECTIVE FEBRUARY 25, 2015

WHEREAS, the City of Modesto currently has one Deputy City Manager to assist the City Manager in managing and directing the overall administrative activities and operations of the City as well as to provide highly complex staff assistance to the City Manager and City Council, and

WHEREAS, Modesto Municipal Code 2-3.103 states that "There shall be two (2) Deputy City Managers. In the absence or disability of the City Manager, either Deputy City Manager, or such other officer of the City as shall be appointed City Manager pro tempore by the Council, shall perform the duties and exercise the powers of the City Manager," and

WHEREAS, the City has not utilized a two Deputy City Manager structure since it was eliminated as part of the budget process for fiscal year 2004/05, despite recommendations that it may be in the best interest of the organization, as part of the City's past restructuring and downsizing, and

WHEREAS, an organizational analysis was conducted by the City Auditors that suggests the City would benefit from a second Deputy City Manager position being added to the City Manager's Office, and

WHEREAS, as part of the City's past restructuring, the Administrative Services Department was created in July 2014 by the consolidation of the Human Resources Department and Information Technology Department, and

WHEREAS, adding a second Deputy City Manager will end the need for the Administrative Services Department. One of the Deputy City Managers would oversee the Human Resources Department, and

WHEREAS, effective February 24, 2015, the Administrative Services Department will be dissolved with the separation of the Human Resources Department and Information Technology Department, and

WHEREAS, the position of Administrative Services Department Director is being defunded effective February 24, 2015, and

WHEREAS, the Chief Information Officer position is being re-established to oversee the Information Technology Department, and

WHEREAS, the position of Director of Parks, Recreation and Neighborhoods is being de-funded effective February 24, 2015.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves this amendment of the Fiscal Year 2014-2015 Operating Budget.

BE IT FURTHER RESOLVED that the Finance Director, or her designee, is hereby authorized to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of February, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-59

RESOLUTION AUTHORIZING THE AWARD OF PROPOSAL AND CONTRACT FOR THE FURNISHING OF AUDITING SERVICES FOR THE FINANCE DEPARTMENT, ACCOUNTING DIVISION TO MACIAS GINI O'CONNELL LLP, SACRAMENTO, CA, FOR A THREE (3) YEAR AGREEMENT WITH TWO (2) ONE-YEAR EXTENSION OPTIONS AT THE SOLE DISCRETION OF THE CITY, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONTRACT FOR AN ESTIMATED ANNUAL COST OF $205,008, AND OVER FIVE (5) YEARS OF $1,025,040

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Proposals (RFP) for the furnishing of auditing services, and

WHEREAS, the Purchasing Division issued RFP No. 1415-14 Auditing Services to nine (9) prospective proposers, three (3) of which were local companies, and posted the RFP on the City's website, and

WHEREAS, proposals were formally opened in the City Clerk's Office. Two (2) companies chose to respond, none of which were local companies, and

WHEREAS, both companies provided responsive and responsible proposals, and

WHEREAS, an evaluation committee comprised of four (4) City staff members evaluated and graded the proposals, and

WHEREAS, the Finance Director observed the evaluation process, and

WHEREAS, based on being ranked highest in total evaluation criteria the evaluation committee recommends the award of proposal and contract for the furnishing of auditing services for the Finance Department, Accounting Division to Macias Gini O'Connell LLP, Sacramento, CA, for a three (3) year agreement with two (2) one-year extension options at the sole discretion of the City, for an estimated annual cost of $205,008, and over five (5) years of $1,025,040, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. The award of proposal for the furnishing of auditing services for the Finance Department, Accounting Division to Macias Gini O'Connell LLP, Sacramento, CA, conforms to Modesto Municipal Code 8-3.203, and

WHEREAS, sufficient funds are budgeted in Fiscal Year 2014-15 to cover the first year estimated annual cost. For the subsequent years, additional funds in the amount of $61,258 will be needed annually from General Fund Accounting Division to cover the increase in auditing services agreement. This increase will be factored into the Proposed Fiscal Year 2015-16 budget and subsequent years for the Finance Department, Accounting Division.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of proposal and contract for the furnishing of auditing services for the Finance Department, Accounting Division to Macias Gini O'Connell LLP, Sacramento, CA, for a three (3) year agreement with two (2) one-year extension options at the sole discretion of the City.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the contract for an estimated annual cost of $205,008.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of February, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-60

RESOLUTION OF THE CITY OF MODESTO REQUESTING FROM THE STANISLAUS COUNTY BOARD OF SUPERVISORS TO CONSOLIDATE THE CITY OF MODESTO GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2015, REQUESTING THE SERVICES OF THE REGISTRAR OF VOTERS, ELECTIONS DIVISION OF THE COUNTY OF STANISLAUS TO CONDUCT THE ELECTION ON BEHALF OF THE CITY OF MODESTO AND THE MODESTO CITY SCHOOLS BOARD

WHEREAS, the City of Modesto will hold an election on November 3, 2015 for the purpose of electing the City of Modesto Mayor and three (3) Councilmembers (Districts 1, 3 and 6); three (3) Modesto City Schools Board members (four year terms) and one (1) Modesto City Schools Board Member (two year term); and

WHEREAS, the City of Modesto respectively requests that the Stanislaus County Registrar of Voters, Elections Division, furnish all other services, facilities, supplies, equipment, etc. necessary for the election; and

WHEREAS, the City of Modesto City Clerk's Office will be responsible for issuing/collecting election information, publishing the Notice of Election and the Nominees for Public Office; and

WHEREAS, the City of Modesto will reimburse the County of Stanislaus for all actual costs for services performed to conduct the municipal election on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby formally requests from the Board of Supervisors of Stanislaus County, California, to consolidate the City of Modesto's Municipal Election with the County's General Election to be held on November 3, 2015, requesting the services of the Registrar

of Voters, Elections Division of the County of Stanislaus to conduct the election on behalf of the City of Modesto.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 3rd day of March, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-61

RESOLUTION OF THE CITY OF MODESTO REQUESTING FROM THE STANISLAUS COUNTY BOARD OF SUPERVISORS TO CONSOLIDATE THE CITY OF MODESTO RUN-OFF ELECTION FOR MAYOR BY MAIL, IF NECESSARY, TO BE HELD ON FEBRUARY 2, 2016, REQUSETING THE SERVICES OF THE REGISTRAR OF VOTERS, ELECTIONS DIVISION OF THE COUNTY OF STANISLAUS TO CONDUCT THE RUN-OFF ELECTION FOR MAYOR BY MAIL ON BEHALF OF THE CITY OF MODESTO

WHEREAS, the City of Modesto will hold a run-off election for Mayor by Mail, if necessary, to be held on February 2, 2016; and

WHEREAS, the City of Modesto respectively requests that the Stanislaus County Registrar of Voters, Elections Division, furnish all other services, facilities, supplies, equipment, etc. necessary for a Run-Off Election for Mayor by Mail, if necessary, to be held on February 2, 2016; and

WHEREAS, the City of Modesto City Clerk's Office will be responsible for issuing/collecting election information, publishing the Notice of Election and the Nominees for Public Office; and

WHEREAS, the City of Modesto will reimburse the County of Stanislaus for all actual costs for services performed to conduct the municipal election on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby formally requests from the Board of Supervisors of Stanislaus County, California, to conduct the City of Modesto's Run-Off Election for Mayor by mail, if necessary, requesting the services of the Registrar of Voters, Elections Division of the County of Stanislaus to conduct the run-election on behalf of the City of Modesto.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 3rd day of March, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-62

Print

RESOLUTION SUPPORTING THE EXPANSION OF THE ALTAMONT CORRIDOR EXPRESS TO STANISLAUS COUNTY AND THE DEVELOPMENT OF A TRAIN STOP IN THE CITY OF MODESTO

WHEREAS, according to the California Department of Finance the population for San Joaquin, Stanislaus, & Merced counties is the largest projected population growth in California; and

WHEREAS, employment opportunities in California are projected to increase most rapidly in Alameda, Santa Clara, and other Bay Area counties according to the California Department of Finance and

WHEREAS, Bay Area jobs will be increasingly filled by long-distance commuters as the cost of housing in the Bay Area increases; and

WHEREAS, new residents to the Central Valley will provide a boost to economic activity in the area in which they reside which includes increased direct local spending, more entrepreneurial talent, a substantial skilled and professional workforce, potential growth in business startups, and significant gains in job creation; and

WHEREAS, the Central Valley will be competing to attract these new residents with other nearby counties that have lower housing costs such as Contra Costa, Solano, and Yolo counties; and

WHEREAS, the annual overall commuter cost savings of using the ACE train versus vehicle transportation for work in the Bay Area is approximately $11.85 million, and also represents an annual value of $12.58 million in on-train paid work time for

current Central Valley commuters who currently ride ACE train, according to the 2014 Great Valley Center's Regional Economic Impact Report; and

WHEREAS, the current ACE train service with 4 daily trains provides transportation for 1.3 million people annually who ride the ACE train for work, business, connections to other forms of travel including air, & tourism; and the annual ACE train ridership is projected to increase to over 4 million riders with the ACE train expansion project which will add 6 more daily trains from Stanislaus County and Merced County to the Bay Area , for a total of 10 daily trains from Merced, Stanislaus, and San Joaquin counties to the Bay Area which is project to increase ridership to 5.9 million annual riders by 2025; and

WHEREAS, ACEforward aims to run more frequent trains that will be more reliable, safer, and faster, and help reduce highway congestion and greenhouse gas emissions. Improving connectivity with BART (in the Tri-Valley and other potential locations) and other transit services. In addition, by placing new train stations in existing downtowns ACEforward also serves as a mechanism to help Stanislaus County meet the regional and state sustainability goals under California Senate Bill 375 by diverting 42.8 million vehicle miles and reducing greenhouse gas (GHG) emissions by 23.7 million pounds based on current ridership and diverted vehicle miles is expected to grow to 84.1 million vehicle miles which will also account for an increased reduction in GHG to 45.5 million pounds by 2020, and will also place Modesto in a more competitive position for cap and trade funding, as well as provide downtown Modesto the opportunity to attract more transit-oriented development; and

WHEREAS, Stanislaus County is currently not a self-help county which has a voter-approved transportation tax as defined Federal and State Departments of Transportation and therefore cannot compete for the necessary Federal and State funding for ACE train expansion. Furthermore, the ACE train expansion into Stanislaus County with train stops in Modesto and Turlock will require a necessary investment of 12% of the funding derived from a one half cent countywide sales tax if approved by Stanislaus County voters, based on 25 years of funding, according the San Joaquin Rail Commission, the U.S. Department of Transportation, and the Federal Railroad Administration; and

THEREFORE BE IT RESOLVED THAT the City of Modesto hereby supports the expansion of the Altamont Corridor Express (ACE) train to Stanislaus County and the development of an ACE train stop in the City of Modesto's downtown district; and

THEREFORE BE IT RESOLVED THAT the City of Modesto recognizes the importance of regional economic development and collaboration with our neighboring counties of San Joaquin and Merced benefit our City of Modesto residents as well as neighboring cities in Stanislaus County. Given the potential for regional economic growth, the City of Modesto supports the ACE train expansion into our neighboring communities which includes the development of ACE train stops in the cities of Manteca, Ripon, Modesto, Turlock, Livingston, and Merced; and

THEREFORE BE IT FURTHER RESOLVED THAT the City of Modesto supports the necessary funding at the federal, state, and local level, as available, and only after Council approval, for the ACE train expansion project into Stanislaus, San Joaquin, and Merced counties; and

THEREFORE BE IT FURTHER RESOLVED THAT the City of Modesto directs the Mayor to send a letter to the President, Governor of California, State and Federal legislators in the San Joaquin, Stanislaus, and Merced Counties, and the Stanislaus Council of Governments urging support for the necessary funding for the ACE train expansion into San Joaquin, Stanislaus, and Merced Counties; and

THEREFORE BE IT FURTHER RESOLVED THAT the City of Modesto directs the Mayor to send a letter to all Mayors and City Councils, County Boards of Supervisors, School Boards, and State and Federal legislators in San Joaquin, Stanislaus, and Merced Counties, and the Stanislaus Council of Governments urging them to adopt a similar resolution.

The foregoing resolution was introduced in a regular meeting of the Council of the City of Modesto held on the 3rd day of March, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-63

Print

RESOLUTION AUTHORIZING THE AWARD OF BID FOR THE FURNISHING OF DISCING AND FLAIL MOWING SERVICES FOR THE PUBLIC WORKS DEPARTMENT, PARK OPERATIONS DIVISION TO SCOTO FARMING, MODESTO, CA, FOR A TWO (2) YEAR AGREEMENT WITH THREE (3) ONE-YEAR EXTENSION OPTIONS AT THE SOLE DISCRETION OF THE CITY, AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO ISSUE A PURCHASE AGREEMENT FOR AN ESTIMATED ANNUAL COST OF $42,000, AND OVER FIVE (5) YEARS OF $210,000

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for the furnishing of discing and flail mowing services, and

WHEREAS, the Purchasing Division issued RFB No. 1415-17 Discing and Flail Mowing Services to twelve (12) prospective bidders, six (6) of which were local companies, and posted the RFB on the City's website, and

WHEREAS, bids were formally opened in the City Clerk's Office. Three (3) companies chose to respond, one of which was a local company, and

WHEREAS, all three (3) companies provided responsive and responsible bids, and

WHEREAS, based on providing the lowest responsive and responsible bid, City staff recommends the award of bid for the furnishing of discing and flail mowing services for the Public Works Department, Park Operations Division to Scoto Farming, Modesto, CA, for a two (2) agreement with three (3) one-year extension options at the sole discretion of the City, for an estimated annual cost of $42,000, and over five (5) years of $210,000, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all

purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. The award of bid for the furnishing of discing and flail mowing for the Public Works Department, Park Operations Division to Scoto Farming, Modesto, CA, conforms to Modesto Municipal Code 8-3.203, and

WHEREAS, funds are budgeted in Fiscal Year 2014-15 in Appropriation Unit: 0100-52010-53300.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of bid for the furnishing of discing and flail mowing services for the Public Works Department, Park Operations Division to Scoto Farming, Modesto, CA, for a two (2) year agreement with three (3) one-year extension options at the sole discretion of the City.

BE IT FURTHER RESOLVED that the Purchasing Manager, or his designee, is hereby authorized to issue a purchase agreement for an estimated annual cost of $42,000.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 3rd day of March, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-64

RESOLUTION AUTHORIZING THE AWARD OF BIDS FOR THE FURNISHING OF STREET SWEEPING MATERIAL RECEIVING SERVICES FOR THE PUBLIC WORKS DEPARTMENT, GREEN WASTE DIVISION TO GILTON RESOURCES RECOVERY TRANSFER FACILITY, INC., OAKDALE, CA, AS "PRIMARY" CONTRACTOR AND BERTOLOTTI TRANSFER STATION, INC., CERES, CA, AS "SECONDARY" CONTRACTOR, FOR A TWO (2) YEAR AGREEMENT WITH THREE (3) ONE-YEAR EXTENSION OPTIONS AT THE SOLE DISCRETION OF THE CITY, AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO ISSUE PURCHASING AGREEMENTS FOR AN ESTIMATED ANNUAL COST OF $145,250, AND OVER FIVE (5) YEARS OF $726,250

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for the furnishing of street sweeping material receiving services, and

WHEREAS, the Purchasing Division issued RFB No. 1415-05 Street Sweeping Material Receiving Services to seven (7) prospective bidders, none which were local companies, and posted the RFB on the City's website, and

WHEREAS, there are no local companies capable of providing this service, and

WHEREAS, bids were formally opened in the City Clerk's Office. Two (2) companies chose to respond, and

WHEREAS, both companies provided responsive and responsible bids, and

WHEREAS, in order to ensure continued services to the City, bids shall be awarded to both companies to provide for backup in case the primary contractor is unable to meet the City's needs, and

WHEREAS, the secondary contractor may be awarded a specific job only if the primary contractor is unable to perform the service, or if the primary contractor is unable

to complete the specific job within the timeframe required by the City or if the primary contractor is unable to maintain acceptable quality standards required by the City, and

WHEREAS, based on providing responsive and responsible bids, City staff recommends the award of bids for the furnishing of street sweeping material receiving services for the Public Works Department, Green Waste Division to Gilton Resources Recovery Transfer Facility, Inc., Oakdale, CA, as "primary" contractor and Bertolotti Transfer Station, Inc., Ceres, CA, as "secondary" contractor, for a two (2) year agreement with three (3) one-year extension options at the sole discretion of the City, for an estimated annual cost of $145,250, and over five (5) years of $726,250, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. The award of bids for the furnishing of street sweeping material receiving services for the Public Works Department, Green Waste Division to Gilton Resources Recovery Transfer Facility, Inc., Oakdale, CA, as "primary" contractor and Bertoloitti Transfer Station, Inc., Ceres, CA, as "secondary" contractor, conforms to Modesto Municipal Code 8-3.203, and

WHEREAS, funds are budgeted in Fiscal Year 2014-15 in Appropriation Units: 4480-53150-54601 and 4480-53150-53150.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of bids for the furnishing of street sweeping material receiving services for the Public Works Department, Green Waste Division to Gilton Resources Recovery Transfer Facility, Inc., Oakdale, CA, as "primary" contractor and

Bertoloitti Transfer Station, Inc., Ceres, CA, as "secondary" contractor, for a two (2) year agreement with three (3) one-year extension options at the sole discretion of the City.

BE IT FURTHER RESOLVED that the Purchasing Manager, or his designee, is hereby authorized to issue purchasing agreements for an estimated annual cost of $145,250.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 3rd day of March, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-65

Print

RESOLUTION AMENDING THE POSITION ALLOCATION FOR THE MODESTO POLICE DEPARTMENT TO ADD ONE LIMITED-TERM POLICE CAPTAIN POSITION TO ACT AS DIRECTOR OF THE STANISLAUS REGIONAL 9-1-1 (SR911) CENTER FROM MARCH 24, 2015 THROUGH JUNE 30, 2016, IN COST CENTER 0100-19410

WHEREAS, since 1999, the Modesto Police Department has been a bi-lateral member, with Stanislaus County, of a Joint Powers Authority known as Stanislaus Regional 9-1-1 (SR911) to provide Emergency Dispatch services, and

WHEREAS, the Commission appointed a Modesto Police Captain as Director of the Stanislaus Regional 9-1-1 Center on January 31, 2008, and upon his retirement in May 2009 he was contracted as a non-benefitted Director through a Personal Services Contract to reduce expenses during the 2008 recession and its aftermath, and

WHEREAS, the Modesto Police Department is requesting one (1) Limited-Term Police Captain to reside at the Stanislaus Regional 911 Center from March 31, 2015 through June 30, 2016, and

WHEREAS, managing an organization as complex as SR 911 requires a seasoned, senior executive with high levels of managerial and technical abilities, political intuition, and leadership capabilities, and

WHEREAS, the Police Department's goal is to make sure the Modesto Police Department and the citizens in this city have a highly effective, efficient, and cost effective communications center for the safety of the community, and

WHEREAS, there is no fiscal impact to the General Fund, and

WHEREAS, this position is paid for through the Stanislaus Regional 911 Joint Powers Authority (JPA), and

WHEREAS, expenses for this position will be funded in the General Fund but offset in full through reimbursement from the Joint Power Authority (JPA), and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby amends the Position Allocation for the Police Department to add one Limited-Term Police Captain position at the Stanislaus Regional 9-1-1 (SR911) Center from March 31, 2015 through June 30, 2016.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Position Allocation for the Modesto Police Department to add one Limited-Term Police Captain position to act as Director of the Stanislaus Regional 9-1-1 (SR 911) Center from March 24, 2015 through June 30, 2016, in Cost Center 0100-19410.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 3rd day of March, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NUMBER 2015-66

A RESOLUTION AMENDING THE FISCAL YEAR 2014/2015 OPERATING BUDGET ESTIMATING EXPENSES AND OFFSETTING REVENUE OF $52,783 FOR A LIMITED-TERM POLICE CAPTAIN POSITION TO ACT AS DIRECTOR AT THE STANISLAUS REGIONAL 9-1-1 CENTER

WHEREAS, since 1999, the Modesto Police Department has been a bi-lateral member, with Stanislaus County, of a Joint Powers Authority known as Stanislaus Regional 9-1-1 (SR911) to provide Emergency Dispatch services, and

WHEREAS, the Commission appointed a Modesto Police Captain as Director of the Stanislaus Regional 9-1-1 Center on January 31, 2008, and upon his retirement in May 2009 he was contracted as a non-benefitted Director through a Personal Services Contract to reduce expenses during the 2008 recession and its aftermath, and

WHEREAS, the Modesto Police Department is requesting one (1) Limited-Term Police Captain to reside at the Stanislaus Regional 911 Center from March 31, 2015 through June 30, 2016, and

WHEREAS, managing an organization as complex as SR 911 requires a seasoned, senior executive with high levels of managerial and technical abilities, political intuition, and leadership capabilities, and

WHEREAS, the Police Department's goal is to make sure the Modesto Police Department and the citizens in this city have a highly effective, efficient, and cost effective communications center for the safety of the community, and

WHEREAS, there is no fiscal impact to the General Fund, and

WHEREAS, this position is paid for through the Stanislaus Regional 911 Joint Powers Authority (JPA), and

WHEREAS, expenses for this position will be funded in the General Fund but offset in full through reimbursement from the Joint Power Authority (JPA), and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Fiscal Year 2014/2015 Operating Budget is hereby amended estimating expenses and offsetting revenue of $52,783 for a Limited-Term Police Captain position to act as Director at the Stanislaus Regional 9-1-1 Center.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to take the necessary steps to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 3rd day of March, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-67

Print

RESOLUTION AMENDING THE FISCAL YEAR 2014/15 CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET IN THE AMOUNT OF $35,000

WHEREAS, the purpose of the CML 5059 (198) Westbound D Street to Northbound 9th Street Right Turn Lane Improvement project is to provide a route for a right turning motorist on westbound D Street to do so freely without blocking or being blocked by through motorist, and

WHEREAS, on December 11, 2012, City Council, by Resolution No. 2012-509 accepted Congestion Mitigation and Air Quality (CMAQ) funds for Preliminary Engineering in the amount of $101,810 for the CML 5059 (198) Westbound D Street to Northbound 9th Street Right Turn Lane Improvement project, and

WHEREAS, staff worked diligently with StanCOG to expedite the CML 5059 (198) Westbound D Street to Northbound 9th Street Right Turn Lane Improvement project schedule by using the Expedited Project Schedule Procedure (EPSP) to effectively move forward the programming of Congestion Mitigation and Air Quality (CMAQ) funds, and

WHEREAS, on December 16, 2013, the City of Modesto submitted the Preliminary Environmental Study (PES) to Caltrans in order to obtain environmental clearance, and

WHEREAS, the PES review completed by Caltrans District 10 environmental staff on May 29, 2014 indicated several studies to be completed by the City which in the past have not been either required or requested of the City, and

WHEREAS, studies included a Historical Preservation Survey Report (HPSR), Archaeological Report (ASR) and a Phase I Initial Site Assessment (ISA), and

WHEREAS, the Preliminary Engineering (PE) budget was not established with the intent of hiring the qualified professionals needed to complete the unanticipated requested studies, and

WHEREAS, proposals received by potential consultants for the completion of the HPSR, ASR and Site Assessment's resulted in a combined fee that would exceed the current PE budget, and

WHEREAS, on December 23, 2014 staff submitted a request to Caltrans requesting the reallocation of $35,000 from the Right of Way (ROW)/Utility (UE) future phase of the project to the Preliminary Engineering (PE) phase of the project, and

WHEREAS, on January 21, 2015, California Department of Transportation authorized the re-allocation of $35,000 from the Right of Way (ROW)/Utility (UE) future phase of the project to the Preliminary Engineering (PE) phase of the project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2014/15 Capital Improvement Project Program budget to modify and add Capital Improvement Program funding in the amount of $35,000.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 3rd day of March, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-68

Print

RESOLUTION ACCEPTING CONGESTION MITIGATION AND AIR QUALITY (CMAQ) FUNDS IN THE AMOUNT OF $35,000, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE NECESSARY GRANT FUNDING DOCUMENTS

WHEREAS, the purpose of the CML 5059 (198) Westbound D Street to Northbound 9th Street Right Turn Lane Improvement project is to provide a route for a right turning motorist on westbound D Street to do so freely without blocking or being blocked by through motorist, and

WHEREAS, on December 11, 2012, City Council, by Resolution No. 2012-509 accepted Congestion Mitigation and Air Quality (CMAQ) funds for Preliminary Engineering in the amount of $101,810 for the CML 5059 (198) Westbound D Street to Northbound 9th Street Right Turn Lane Improvement project, and

WHEREAS, on December 16, 2013, the City of Modesto submitted the Preliminary Environmental Study (PES) to Caltrans in order to obtain environmental clearance, and

WHEREAS, the PES review completed by Caltrans District 10 environmental staff on May 29, 2014 indicated several studies to be completed by the City which in the past have not been either required or requested of the City, and

WHEREAS, studies included a Historical Preservation Survey Report (HPSR), Archaeological Report (ASR) and a Phase I Initial Site Assessment (ISA), and

WHEREAS, the Preliminary Engineering (PE) budget was not established with the intent of hiring the qualified professionals needed to complete the unanticipated requested studies, and

WHEREAS, proposals received by potential consultants for the completion of the HPSR, ASR and Site Assessment's resulted in a combined fee that would exceed the current PE budget, and

WHEREAS, on December 23, 2014 staff submitted a request to Caltrans requesting the reallocation of $35,000 from the Right of Way (ROW)/Utility (UE) future phase of the project to the Preliminary Engineering (PE) phase of the project, and

WHEREAS, on January 21, 2015, California Department of Transportation authorized the re-allocation of $35,000 from the Right of Way (ROW)/Utility (UE) future phase of the project to the Preliminary Engineering (PE) phase of the project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts Congestion Mitigation Air Quality (CMAQ) funds in the amount of $35,000.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the necessary grant documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 3rd day of March, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-69

RESOLUTION APPROVING GRANT APPLICATIONS TO THE CALIFORNIA DEPARTMENT OF RESOURCES, RECYCLING AND RECOVERY (CALRECYCLE) FOR ALL CITY/COUNTY PAYMENT PROGRAM GRANTS, ACCEPTING GRANT AWARDS, AMENDING THE ANNUAL BUDGET, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL GRANT RELATED DOCUMENTS

WHEREAS, Public Resources Code sections 40000 et seq. authorizes the Department of Resources Recycling and Recovery (CalRecycle), formerly known as the California Integrated Waste Management Board, to administer various Grant Programs (grants) in furtherance of the state of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment, and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants, and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED the Council of the City of Modesto authorizes the submittal of application(s) to CalRecycle for City/County Payment Program for which the City of Modesto is eligible.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized and empowered to execute in the name of the City of Modesto all grant documents, including but not limited to, applications, agreements, amendments and

THIS RESOLUTION WAS RESCINDED BY MODESTO CITY COUNCIL RESOLUTION NO. 2020-018 ON JANUARY 14, 2020

RESCINDED
APR 5 2016
THIS RESOLUTION WAS RESCINDED BY MODESTO CITY COUNCIL RESOLUTION NO. 2016-137 2015-69

requests for payment, necessary to secure grant funds and implement the approved grant project.

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this resolution.

BE IT FURTHER RESOLVED to amend the current budget to reflect increases in revenue from grant awards.

BE IT FURTHER RESOLVED that this resolution shall remain in full force and effect for five years from the date of adoption.

BE IT FURTHER RESOLVED that Resolution No. 2010-109 is hereby rescinded.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 3rd day of March, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-70

Print

RESOLUTION APPROVING GRANT APPLICATIONS TO THE CALIFORNIA DEPARTMENT OF RESOURCES, RECYCLING AND RECOVERY (CALRECYCLE) FOR ALL WASTE TIRE AMNESTY GRANTS, ACCEPTING GRANT AWARDS, AMENDING THE ANNUAL BUDGET, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL GRANT RELATED DOCUMENTS

WHEREAS, Public Resources Code sections 40000 et seq. authorizes the Department of Resources Recycling and Recovery (CalRecycle), formerly known as the California Integrated Waste Management Board, to administer various Grant Programs (grants) in furtherance of the state of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment, and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants, and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED the Council of the City of Modesto authorizes the submittal of application(s) to CalRecycle for Waste Tire Amnesty Grants for which the City of Modesto is eligible.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized and empowered to execute in the name of the City of Modesto all grant documents, including but not limited to, applications, agreements, amendments and

THIS RESOLUTION WAS RESCINDED BY MODESTO CITY COUNCIL RESOLUTION NO. 2020-019 ON JANUARY 14, 2020

requests for payment, necessary to secure grant funds and implement the approved grant project.

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this resolution.

BE IT FURTHER RESOLVED to amend the current budget to reflect increases in revenue from grant awards.

BE IT FURTHER RESOLVED that this resolution shall remain in full force and effect for five years from the date of adoption.

BE IT FURTHER RESOLVED that Resolution No. 2010-109 is hereby rescinded.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 3rd day of March, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-71

RESOLUTION APPROVING GRANT APPLICATIONS TO THE CALIFORNIA DEPARTMENT OF RESOURCES, RECYCLING AND RECOVERY (CALRECYCLE) FOR ALL WASTE TIRE CLEAN UP GRANTS, ACCEPTING GRANT AWARDS, AMENDING THE ANNUAL BUDGET, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL GRANT RELATED DOCUMENTS

WHEREAS, Public Resources Code sections 40000 et seq. authorizes the Department of Resources Recycling and Recovery (CalRecycle), formerly known as the California Integrated Waste Management Board, to administer various Grant Programs (grants) in furtherance of the state of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment, and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants, and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED the Council of the City of Modesto authorizes the submittal of application(s) to CalRecycle for Waste Tire Clean Up Grants for which the City of Modesto is eligible.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized and empowered to execute in the name of the City of Modesto all grant documents, including but not limited to, applications, agreements, amendments and

THIS RESOLUTION WAS RESCINDED BY MODESTO CITY COUNCIL RESOLUTION NO. 2020-020 ON JANUARY 14, 2020

requests for payment, necessary to secure grant funds and implement the approved grant project.

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this resolution.

BE IT FURTHER RESOLVED to amend the current budget to reflect increases in revenue from grant awards.

BE IT FURTHER RESOLVED that this resolution shall remain in full force and effect for five years from the date of adoption.

BE IT FURTHER RESOLVED that Resolution No. 2010-109 is hereby rescinded.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 3rd day of March, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-72

RESOLUTION APPROVING THE UPDATED SANITARY SEWER MANAGEMENT PLAN

WHEREAS, in 2006, the State Water Resources Control Board implemented General Waste Discharge Requirements (WDR) governing the operations and maintenance3 of wastewater collection systems, and

WHEREAS, the WDR requires that a Sanitary Sewer Management Plan (SSMP) be adopted, and

WHEREAS, on July 24, 2007, the City Council, by Resolution 2007-460, approved the development of the SSMP, and it was completed, certified, and approved by the City Council on April 7, 2009, by Resolution 2009-150, and

WHEREAS, the regulations require that the SSMP be updated every five years or when there are significant changes made to operations, and

WHEREAS, a revision to the original SSMP was approve by the City Council on February 7, 2012, by Resolution 2012-49, and

WHEREAS, staff conducted an audit on October 2014, and the SSMP was updated based on the audit report and findings, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the updated City of Modesto Sanitary Sewer Management Plan.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 3rd day of March, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-73

Print

A RESOLUTION GRANTING A PUBLIC UTILITY EASEMENT TO SACRAMENTO VALLEY LIMITED PARTNERSHIP, dba VERIZON WIRELESS WITHIN USTACH PARK LOCATED ON 2700 HILLGLEN AVENUE (APN 077-009-041)

WHEREAS, the City of Modesto maintains a community park known as Ustach Park located on 2700 Hillglen Avenue (APN 077-009-041), and

WHEREAS, Verizon Wireless has proposed to install a wireless communications tower within Ustach Park, and

WHEREAS, a public utility easement is required to provide underground communications connections to the tower from Hillglen Avenue, and

WHEREAS, staff recommends the public utility easement be approved.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the public utility easement to Verizon Wireless to serve the communications tower on 2700 Hillglen Avenue (APN 077-009-041).

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Grant of Public Utilities Easement.

RESCINDED

APR 2 8 2015

THIS RESOLUTION WAS RESCINDED BY MODESTO CITY COUNCIL RESOLUTION NO. 2015-133

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 3rd day of March, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-74

A RESOLUTION GRANTING A PUBLIC UTILITY EASEMENT TO MODESTO IRRIGATION DISTRICT WITHIN USTACH PARK LOCATED ON 2700 HILLGLEN AVENUE (APN 077-009-041)

WHEREAS, the City of Modesto maintains a community park known as Ustach Park located on 2700 Hillglen Avenue (APN 077-009-041), and

WHEREAS, Verizon Wireless has proposed to install a wireless communications tower within the park, and

WHEREAS, a public utility easement is required to provide underground electrical connections to the tower from Hillglen Avenue, and

WHEREAS, staff recommends the public utility easement be approved, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the public utility easement to Modesto Irrigation District to serve the communications tower on 2700 Hillglen Avenue (APN 077-009-041).

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Grant of Public Utilities Easement.

RESCINDED

APR 28 2015

THIS RESOLUTION WAS RESCINDED BY MODESTO CITY COUNCIL RESOLUTION NO. 2015-133

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 3rd day of March, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-75

Print

RESOLUTION AUTHORIZING THE AWARD OF BID FOR THE INSTALLATION OF SHADE STRUCTURE AT PAMELA MONTEROSSO TRAILHEAD TO HOBBS CONSTRUCTION, INC. OF FRESNO, CA AND AUTHORIZING THE PURCHASING MANAGER TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF $31,851.44

WHEREAS, the City of Modesto originally developed the Pamela Monterosso Trailhead in 2008, and

WHEREAS, the Pamela Monterosso Trailhead is part of the Peggy Mensinger Trail and the greater Dry Creek Regional Park system, and

WHEREAS, users of the Pamela Monterosso Trailhead and the Peggy Mensinger Trail identified the need for a shady resting spot near the trailhead, and

WHEREAS, the City of Modesto was awarded a $27,750 Land and Water Conservation Fund grant in August 2012 for the construction of a shade structure, and

WHEREAS, staff solicited bids for the installation of the shade structure and received three (3) competitive, responsive bids, and

WHEREAS, Hobbs Construction, Inc. of Fresno, CA submitted the lowest, responsive bid, and

WHEREAS, staff recommends award of bid for the installation of shade structure at Pamela Monterosso Trailhead be to Hobbs Construction, Inc., Fresno, CA in the amount of $31,851.44.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves authorizing the Purchasing Manager to issue a purchase order for the installation of shade structure at Pamela Monterosso Trailhead to Hobbs

Construction, Inc., Fresno, CA in the amount of $31,851.44 and authorizes the City Manager, or his designee, to execute all documents relating to this purchase.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 10th day of March, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-76

RESOLUTION AMENDING THE FISCAL YEAR 2014-2015 ANNUAL OPERATING AND CAPITAL IMPROVEMENT BUDGETS

WHEREAS, a financial analysis has been completed and it has been determined that a budget adjustment is required to the Annual and Capital Improvement Budgets of the City of Modesto for Fiscal Year 2014-2015,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2014-2015 Annual Operating and Capital Improvement budgets as shown in **Exhibit A**, which is **attached** hereto and incorporated by reference herein.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to take the necessary steps to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 10th day of March, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following votes:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT A

FISCAL YEAR 2014-15

ADMINISTRATIVE SERVICES DEPARTMENT

A budget adjustment is necessary to 1) establish a transfer in the amount of $220,000 from the Insurance Dental Fund; Fund 5350, to the Insurance Vision Fund; Fund 5390, to cover a Fiscal Year 2014-15 budget deficit, and 2) allocate these funds to Employee Benefits Vision Insurance Cost Center Claims Payment Account.

COMMUNITY AND ECONOMIC DEVELOPMENT

A budget adjustment is necessary to transfer $190,300 from Fund 3410, Streets CFF Fund Reserves, to Capital Improvement Project #100632, Rt Turn Ln McHenry to Briggsmore, for the Land Acquisition phase of the project.

A budget adjustment is necessary to reduce the budget in Project 100319 (Golf Capital Improvements) by $71,130 and move these funds into Project 100863 (Golf Improvements - $1 per Round). These funds will be used for improvements at the City's golf courses that are not considered capital improvements. The increase in funding in Project 100863 will be budgeted in Tools & Equipment expenses. Both projects are in Fund 4600 (Golf Fund).

A budget adjustment is necessary to establish a revenue budget of $100,000 and increase the expense budget for Professional Services by the same amount in the Courthouse Project (100859). This adjustment is necessary to satisfy a negotiated settlement between the property owners, tenant, and the City of Modesto as payment for relocation expenses for the courthouse properties.

FIRE DEPARTMENT

Fiscal-Year 2014-15 marks the year the Modesto Regional Fire Authority dissolved and Modesto Fire Department returned to being a City of Modesto Department. This transition was taking place during the Fiscal-Year 2014-15 budget adoption process. In order to properly adjust the revenue estimates that were adopted, a budget adjustment is necessary to reduce the EMS/Accident Recovery Fees Revenue budget by $150,000 and the Salida Fire Protection District Contract Revenue budget by $615,000.

PARKS, RECREATION AND NEIGHBORHOODS

A budget adjustment is necessary to 1) establish a transfer in the amount of $65,550 from the General Fund Reserves; Fund 0100, to the Non-Capital Parks Fund; Fund 1380, for additional expenses related to the Modesto Grand Prix, Project # 100822, and 2) reduce Salary and Benefit expense by $52,500 in the Parks, Recreation and Neighborhoods Administration budget to offset the cost to the General Fund Reserves.

A budget adjustment is necessary to recognize $22,768 in unbudgeted revenue from the Stanislaus County Foundation for the 2014 Modesto Grand Prix Non-Capital Project #100822 and adjust the project discretionary accounts to reflect the actual expense.

PUBLIC WORKS

A budget adjustment is necessary to 1) establish a transfer in the amount of $500,000 from Waste to Energy Reserves, Fund 4895, to the Green Waste Fund; Fund 4892, and 2) allocate these funds to establish the Green House Gas Emission Reduction Program operating budget as mandated by the State.

A budget adjustment is necessary to 1) establish a transfer in the amount of $100,000 from Solid Waste Reserves, Fund 4891, to the Green Waste Fund; Fund 4892, and transfer $192,382 in Street/Development Trees revenue within the Developers Fund, and 2) allocate these funds to establish the City Nursery at Jennings Road Compost site operating budget as mandated by the State.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-77

RESOLUTION APPROVING THE APPROPRIATION OF $352,000 FROM THE GENERAL FUND TO THE MISTLETOE ABATEMENT FUND 4892-56050 TO FUND THE REMOVAL OF MISTLETOE FROM CITY TREES IN VARIOUS AREAS THROUGHOUT THE CITY

WHEREAS, mistletoe removal is one of the biggest challenges for the City's Public Works Department, Forestry Division in rebuilding the Forestry program and preserving City trees following dramatic program cuts that occurred from 2003-2012, and

WHEREAS, when mistletoe is not promptly removed, it easily spreads from tree to tree, and

WHEREAS, this invasive tree parasite further weakens and ultimately kills trees that are already under stress from age, disease, insect infestations, and a lack of water, and

WHEREAS, it is especially harmful to Modesto's signature tree species, the Modesto Ash, and

WHEREAS, over the last 12 years, the City has lost approximately 10,000 trees to a combination of factors, and

WHEREAS, studies show that for each $1.00 invested in the care and preservation of City trees, there is $1.85 in returned benefits through reductions in CO2, reduced heating and cooling costs, the absorption of pollutants from the air, conservation of water, shading and preservation of pavement, and through the enhancement of property values, and

WHEREAS, the Forestry Division analyzed options to begin the process of reducing tree loss through more aggressive mistletoe abatement, and

WHEREAS, based on this analysis, staff has recommended using ground crews of 4-6 workers in areas where pole saws can be used to remove mistletoe growth/regrowth from the smaller trees, at a cost of approximately $136,000 for an additional 8,000 hours of removal work, and

WHEREAS, staff is further recommending the allocation of 30 additional days of weekend overtime work for a Forestry aerial/removal crew at a cost of approximately $216,000 to allow for removal of regrowth and new growth in trees that are too tall to be worked by ground crews, and

WHEREAS, at the February 10, 2015 Council Workshop on the Strategic Plan, the Council identified 7 projects to receive funding as "Deferred Maintenance and Investment Opportunities", and

WHEREAS, Mistletoe Abatement was identified as one of the opportunities to be funded with a proposed allocation of $352,000 in funds for this program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the appropriation of $352,000 from the General Fund to the Mistletoe Abatement Fund 4892-56050 to fund the removal of mistletoe from City trees in various areas throughout the City.

BE IT FURTHER RESOLVED that the Finance Director, or her designee, is hereby authorized to implement the provisions of this resolution.

This resolution shall become effective on and after March 10, 2015.

The foregoing resolution was introduced in a regular meeting of the Council of the City of Modesto held on the 10th day of March, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-78

Print

RESOLUTION ACCEPTING THE WORK BY BRENEMAN, INC., FOR THE "ROSELLE AND MERLE INTERSECTION PROJECT" AS COMPLETE, AUTHORIZING THE CITY CLERK TO FILE A NOTICE OF COMPLETION WITH THE STANISLAUS COUNTY RECORDER UPON RECEIPT OF APPROVED WARRANTY BOND, TO RELEASE SECURITIES UPON EXPIRATION OF STATUTORY PERIODS, AND AUTHORIZING PAYMENT OF AMOUNTS TOTALING $452,597

WHEREAS, a report has been filed by the Director of Utilities that the Roselle and Merle Intersection Project has been completed by Breneman, Inc., in accordance with the contract agreement dated March 11, 2014,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Roselle and Merle Intersection Project is hereby accepted as complete from said contractor, Breneman, Inc., and that the City Clerk is authorized to file a Notice of Completion with the Stanislaus County Recorder upon receipt of approved Warranty Bond, to release securities upon expiration of statutory periods, and that payment of amounts totaling $452,597 is authorized as provided in the contract.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 10th day of March, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-79

Print

RESOLUTION APPROVING AN AGREEMENT WITH BARTLE WELLS ASSOCIATES FOR THE PREPARATION OF THE SEWER RATE AND FEE STUDY IN AN AMOUNT NOT TO EXCEED $159,960 FOR THE IDENTIFIED SCOPE OF SERVICES, PLUS $26,040 FOR ADDITIONAL SERVICES (IF NEEDED), FOR A MAXIMUM TOTAL AMOUNT OF $186,000, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, in a recent tolling agreement with Stanislaus Foods Products, the City agreed to revisit its methodology to develop a new wastewater rate and fee structure, recognizing that the City employs several methods for treating and disposing of its wastewater, in particular direct land disposal of Cannery Segregation process water during the summer canning season, and

WHEREAS, the City will prepare a new wastewater rate and fee structure, based on actual costs of service, for both wastewater collection and treatment, between the City's wastewater user groups, and

WHEREAS, the level of effort to evaluate the City's complex wastewater system for the Sewer Rate and Fee Study is specified in the tolling agreement, and

WHEREAS, therefore, staff is recommending the use of a financial advisory and utility rate consultant firm to complete the study, and

WHEREAS, On September 23, 2014 by Resolution No. 2014-300, the City Council approved Request for Qualifications (RFQ)/Request for Proposals (RFP) process to identify the most qualified firm to complete a Sewer Rate and Fee Study, and

WHEREAS, three (3) statements of Qualifications/Proposals were received on December 2, 2014, and were reviewed by a selection committee that consisted of City Staff and a representative from the City's wastewater users group, and

WHERAS, subsequently, consultant interviews were conducted on January 13, 2015, and the selection committee determined that Bartle Wells Associates (BWA) was the most responsive and qualified firm to conduct the Sewer Rate and Fee Study, and

WHEREAS, staff recommends approval of an agreement with BWA for the Sewer Rate and Fee Study,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with Bartle Wells Associates for the preparation of the Sewer Rate and Fee Study in an amount not to exceed $159,960 for the identified scope of services, plus $26,040 for additional services (if needed), for a maximum total amount of $186,000.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 10th day of March, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-80

Print

RESOLUTION AMENDING THE FISCAL YEAR 2014-2015 OPERATING BUDGET IN THE AMOUNT OF $182,000 TO BE TRANSFERRED INTO OPERATING ACCOUNT 43110 FROM WASTEWATER FUND RESERVES IN ORDER TO FULLY FUND THE AGREEMENT WITH BARTLE WELLS ASSOCIATES FOR THE PREPERATION OF THE SEWER RATE AND FEE STUDY, INCLUDING SUPPORT BY CITY STAFF

WHEREAS, certain budgetary transactions are necessary in the amount of $182,000, in order to fund the agreement with Bartle Wells Associates, including support by City staff for the Sewer Rate and Fee Study, and

WHEREAS, the Fiscal Year 2014-2015 Operating Budget from Wastewater Fund Reserves must be amended as shown in **Exhibit A**, which is incorporated by reference herein,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the amendment of the Fiscal Year 2014-2015 Operating Budget from Wastewater Fund Reserves as shown in **Exhibit A**.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 10th day of March, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Exhibit A

Due to the increase of estimated engineering/design/administration costs for the agreement, including support by City staff for Cost Center #43110 -"Sewer Rate and Fee Study", the study costs need to be increased by $182,000. This would be done by adjusting Account 53300 "Professional Services" by $182,000.

To fund the above account, $182,000 will be transferred from Wastewater Fund Reserves into Cost Center 4210-43110-53300.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-81

RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH DATA PATH, INC., MODESTO, CA , A PROFESSIONAL FIRM, TO PROVIDE INTERIM CHIEF INFORMATION OFFICER SERVICES FOR THE CITY FOR A NOT TO EXCEED AMOUNT OF $128,000, AND TO APPOINT JOHN DICKEY AS INTERIM CHIEF INFORMATION OFFICER, EFFECTIVE MARCH 24, 2015

WHEREAS, on February 24, 2015, the City Council approved the re-establishment of the position of Chief Information Officer, and

WHEREAS, the City Council needs to appoint an Interim Chief Information Officer to fill the role of Chief Information Officer within City service, and

WHEREAS, the City Manager's Office contacted various firms to determine their availability to provide said services, and

WHEREAS, the City Manager's Office is recommending contracting with Data Path, Inc., a Modesto-based Information Technology consulting firm to provide interim Chief Information Officer services and seeking authorization to negotiate and execute an agreement with Data Path, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves and authorizes the City Manager or his designee to negotiate and execute a professional services agreement consistent with City's policies, and as approved by the city attorney with Data Path, Inc., a professional firm, to provide interim Chief Information Officer services with the City, and appoint John Dickey as Interim Chief Information Officer. The contract amount shall not exceed ONE HUNDRED TWENTY-EIGHT THOUSAND (128,000) DOLLARS.

BE IT FURTHER RESOLVED that terms of the Agreement shall be consistent with the Scope of Work to this Resolution as **Exhibit** A-1.

The foregoing resolution was introduced in a regular meeting of the Council of the City of Modesto held on the 24th day of March, 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

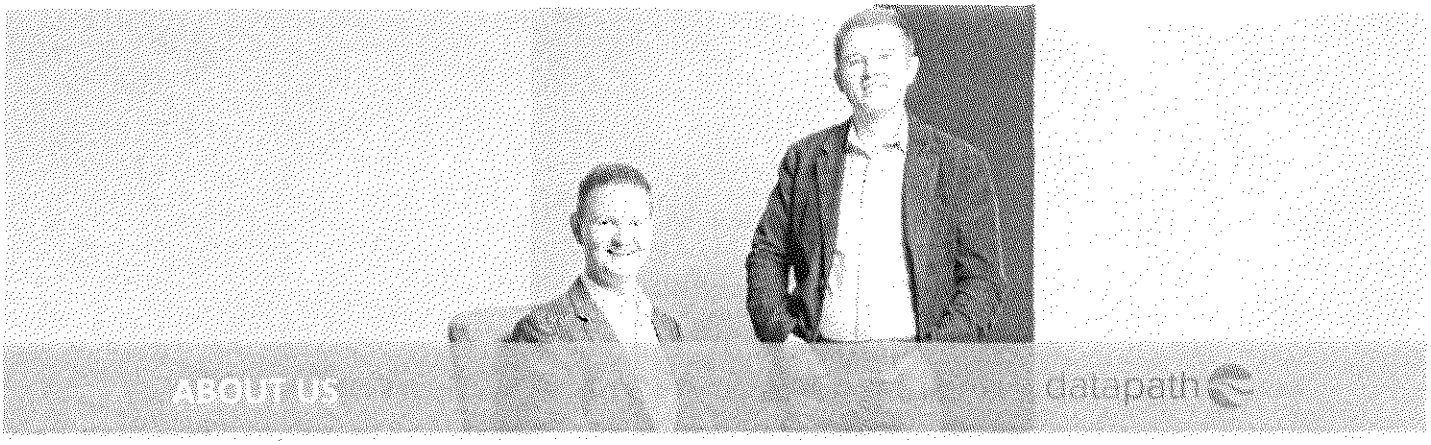
AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney



Long-term friends and Central Valley residents, James Bates and David Darmstandler founded Data Path in June of 2005. In 2004, James and David started meeting regularly to write their business plan for Datapath. They met with local business and organization leaders in the area to discover what their experience was with their current IT departments and IT consulting companies. They found that leaders were frustrated with their IT support not understanding their organization, being unresponsive to needs, not planning for the future and were unable to view decisions with a "return-on-investment" mindset.

With these discoveries, James and David built the Datapath service model to address and overcome the negative experience leaders were having. Through unmatched customer service, support and provision of innovative IT solutions, Data Path quickly grew to be one of the regions highest-regarded and most awarded IT consulting firms.

Data Path currently supports and manages more than 6,000 computers and 600 servers, overseeing the support and resolution of more than 1,500 support requests per month, with daily exposure to various software packages, network equipment and computer systems spread across a diverse client base.

Number of Clients: 350+
Number of Public Sector Clients: 40+
Length of time in business of providing proposed services: 9 years
Number of full-time personnel: 35
Technical Engineers: 28
Sales, marketing and administrative support: 6
External Consultants and Coaches: 2
Location for service and headquarters: 318 McHenry Ave., Modesto, California 95354

Legal Name: Data Path, Inc.
Physical Address: 318 McHenry Ave., Modesto, CA 95354
Phone: 209-521-0055 **Fax:** 888-499-1959

Exhibit "A-1"

Scope of Work

Data Path, Inc. services include everything required to support a local government executive.

Our full services include the following:

Interim Services

The CIO will support senior management by providing transitional or long term leadership and management for programs, projects, infrastructure or operations and has the experience to deliver the results you need. For instance:

Strategic Planning

The CIO will aid the city in building a solid strategic foundation by designing and managing creative, collaborative strategic planning processes. He will assist in defining government's technology and business process objectives, actions and timetables linked to mission and financial projections and plans. He will also facilitate decisions by all stakeholders resulting in plans that are actionable and client-owned.

Enterprise Systems (ERP, HRIS, Finance, CAD, Supply Chain, Logistics…)

The CIO will support the due diligence process of requirements definition, solution identification, validation, inspection, selection, negotiation, implementation planning, provisioning, configuring, testing, training and production. Having successfully directed this process for small, medium and large organizations, he has the necessary experience to ensure your success as well.

Lean Business Processes

Process identification, value-stream mapping, streamlining and/or automation can be daunting. The CIO knows Process Engineering inside out and can assist you in:

- Identifying your key business processes in need of improvement
- Identifying the critical people, actions and communications needed in each process flow
- Mapping both current and future states
- Developing the plans to implement
- Optimizing new processes and measuring their effectiveness

eGovernment

The CIO will help you analyze your organization's potential for on-line success, define your requirements, metrics, as well as develop an egovernment strategy, design your information architecture, wireframes, process flows and site maps. He'll also assist in selecting the best third party developers and integrators when needed.

IT Governance and Staffing

The CIO can evaluate strengths and opportunities of staff as well as professional development needs. He will help determine appropriateness of the City's IT organization's alignment in support of the various entities and missions of concern. He is also an expert at team building, establishing customer focus, responsiveness and mentoring prospective leaders. He will help rationalize or establish best practices in IT governance from portfolio management to customer-based prioritization.

Architecture/Infrastructure Optimization

The CIO will work with customers and IT Service providers to establish best service levels and associated architectural configurations as well as rational migration plans.

Partnerships

The CIO is adept at establishing constructive professional relationships with senior executives and other leaders across the organization.

Understanding of the Engagement

We understand the City of Modesto is in need of interim Chief Information Officer services. The City will be recruiting for a permanent Chief Information Officer, which is likely to take four to six months. During the recruitment period, the City is in need of expert consulting assistance by Data Path, Inc. in the chief information officer.

This engagement anticipates approximately four days a week, with some weeks being more and others less, depending on need. In addition, given the level of service needed, the engagement will involve electronic communications for regular contacts with staff, elected officials and others. We will assign John Dickey to this engagement. His qualifications are attached. John will work for and at the direction of Data Path, Inc., while providing expert consulting advice and services to your satisfaction. Data Path, Inc. will provide all insurance, training and administrative support (including company equipment) as necessary during the assignment. Our commitment is to provide continuous and seamless management services to you during this transition period.

Fee Proposal

Data Path, Inc. will provide interim executive officer consulting services at a rate of $16,000 per month plus expenses. Per Diem charges may apply for travel outside of the local area.

John Dickey – Bio

(209) 549-6758
John@nextstep.biz

John has a 30 year career in Technology and Operations Management as well as Lean Enterprise solutions with a broad base of experiences ranging from emergency restoration of critical communications on Air Force One, to teaching graduate students the best of breed management solutions in technology, to holding Chief Information Officer and other senior executive responsibilities with healthcare, manufacturing, distribution, retail, software and logistics firms.

His entrepreneurial skills brought forth a mobile marketing company with products that changed the way consumer product manufacturers interact with their end customers and are presently sold as a part of the solution set of one of the world's largest technology enterprises.

Appointed by the Governor of Indiana to lead the state's higher education technology infrastructure development forum, he managed the senior tech and distance learning directors from eight universities to consensus on the standards that enabled great strides in the delivery of on-line studies.

As CIO/VP and part of a turn-around team for the nation's largest food ingredient manufacturer, he led the rational replacement and/or upgrade of more than 20 systems as well as implementing lean manufacturing principles taking on the additional role of VP for the planning and logistics divisions.

As a Management, Technology and Operations consultant, he has established an outstanding reputation with privately held businesses in California

John's technology background is impressive but his perspective on it is unusual in that his passion is really for people and their businesses. For him, empowering people to grow their businesses with the most appropriate tools and processes in a practical and yet visionary way is far more interesting than playing with the latest smartphone version. He has an uncanny ability to see opportunities within myriad business settings and to know where technology and the tech industry are headed as well as what's driving the market.

Education
MS, BS - Electrical Engineering/Computer Science
Auburn University
BS - Business Admin and Marketing
Southern Oregon University
BA - Humanities, Southern Oregon University
PMI certification

Professional Services Experience:
Booz Allen Hamilton – 1990 – 1992
Steele and Associates – 1990 – 1992

International Business Experience: 14 countries
Foreign Languages: Conversational French and Spanish
Security Clearance: TS/SCI inactive

Partial Client List

Basic American Foods
Methodist Hospital Indianapolis
Eli Lilly & Co.
Northern Refrigerated Transportation
Stewart & Jasper
Union Bank
University of Tennesee
AT&T
TrendMicro
Savemart Superstores
Raley's
St. Luke's Family Practice
Harry & David's
Starlite Trucking

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-82

RESOLUTION ADOPTING A POSITION OF SOLIDARITY WITH THE NATION OF IRAQ AND ITS INDIGENOUS ASSYRIAN POPULATION AND CONDEMNING THE AGGRESSIVE INVASION AND PERSECUTION BROUGHT AGAINST THEM

WHEREAS, the Assyrians, the indigenous people of Mesopotamia including the area now known as Iraq or Occupied Assyria, were among the first Christians in the First Century A.D.; and

WHEREAS, the Assyrians were a minority long before coming to the United States. Without a country of their own, they have been a linguistic, political, religious as well as an ethnic minority in the now-Muslim majority countries of Iran, Iraq, Turkey, Lebanon and Syria; and

WHEREAS, as long ago as 1867 an Assyrian came to California from what was then known as Persia. But not until early in the twentieth century did Assyrians come to California to stay. And in 1911 Dr. Isaac Adam and a group of about forty five arrived in Delhi seeking a rural area which might be similar in climate and crops to their native Middle East. The sophisticated atmosphere of populous cities was an extreme contrast to their agricultural background. Thus, the Assyrian settlement in Stanislaus County began with the dawn of the 20th Century; and

WHEREAS, during the years of World War I, following the merciless genocide of Assyrians and other Christians in what was at that time land controlled by the Ottoman Empire, many more Assyrians fled their homeland with some settling in Turlock and Modesto seeking opportunities in agriculture; and

WHEREAS, now an integral part of the Stanislaus County mosaic, the Assyrian community concerns itself with preserving its heritage and the land of its forefathers, wanting peace and prosperity for that region; and

WHEREAS, the Assyrian community in the Modesto area, through its church, youth, cultural and philanthropic organizations such as the Bet Nahrain Cultural Center, Assyrian Church of the East parishes, and the Assyrian American Civic Club of Turlock, has contributed in an extraordinary manner to all facets of life in Stanislaus County, and most importantly, to the unique sense of community which exists in Modesto; and

WHEREAS, in defense of freedom, the United States authorized the use of military force against Iraq to effectuate the purposes of regime change, subsequently leading to the start of the Iraq War on March 19, 2003 and the hunt for Saddam Hussein; and

WHEREAS, on December 18, 2011, the last U.S. troops left Iraq, ending an 8 year war on terror and thereby restoring hope of religious freedom amongst the Assyrian people; and

WHEREAS, in the years following the war, the Assyrians have enjoyed a period relatively free from oppression and religious persecution while consistently striving to ensure democracy and prosperity for all of the country's citizens; and

WHEREAS, any semblance of peace, prosperity and religious freedom restored throughout Iraq after the Iraq War was fleeting; and

WHEREAS, on June 9, 2014, Mosul, Iraq's second largest city and home to thousands of Assyrian and Iraqi Christians, fell captive to the Islamic State of Iraq and Syria (ISIS); and

WHEREAS, ISIS seized control of government offices, police stations and the airport, forcing approximately 500,000 Assyrians to flee their indigenous land; and

WHEREAS, all Assyrians remaining in ISIS-controlled parts of Iraq have been given three options; leaving their native land, converting to Islam, or death; and

WHEREAS, the violence has since intensified, and the barbaric, unspeakable acts of ISIS have driven out close to all of the Assyrian population from the country; and

WHEREAS, ISIS has destroyed numerous churches and Christian institutions throughout Iraq, with all church services in Mosul ceasing for the first time in sixteen hundred years; and

WHEREAS, Assyrians now turn to neighboring lands seeking refuge from the genocide that is spreading like wildfire across Iraq; and

WHEREAS, the acts of terror carried out by ISIS have now impacted America, with the death of journalist James Foley on August 19, 2014, et al, and multiple other U.S. citizens being held captive in Iraq and suffering the same fate as the thousands of Assyrian in the Middle East; and

WHEREAS, the Assyrians of Stanislaus County have already demonstrated in San Francisco, Modesto, Turlock, Washington, D.C. and the United Nations to raise awareness of this tragedy, and look to people around the world to recognize these atrocities and support all future efforts to bring them to an end;

NOW THEREFORE, BE IT RESOLVED, that the Council of the City of Modesto pauses in its deliberations to express solidarity with the Assyrian community in their desperate struggle for religious freedom and dignity during this crisis;

AND BE IT FURTHER RESOLVED, that the Council of the City of Modesto stands in solidarity with the Assyrian community and calls upon all citizens of Modesto and the world to respect their personal liberty and the right to practice their faith, and to condemn the aggressive invasion, persecution and religious purging at the hands of the Islamic State of Iraq and Syria;

AND BE IT FURTHER RESOLVED, that copies of this resolution, suitably engrossed, be transmitted to the Assyrian American Civic Club of Turlock, the Bet Nahrain Cultural Center in Ceres, the Assyrian Church of the East parishes in Stanislaus County, all other Assyrian church congregations and organizations in Stanislaus County, Congressman Jeff Denham, California State Senator Anthony Cannella, California Assemblywoman Kristin Olsen, and the United Nations Human Rights Council.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of March, 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-83

Print

RESOLUTION APPROVING A WILL SERVE LETTER FOR THE PROPERTY LOCATED AT 7451 RIVER NINE DRIVE IN DEL RIO (APN: 004-093-011) TO CONNECT TO THE CITY OF MODESTO'S EXISTING WATER SYSTEM, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SIGN THE WILL SERVE LETTER

WHEREAS, on May 22, 2012, the City Council approved Resolution No. 2012-202 that amended City Council Policy 5.001, and

WHEREAS, on June 5, 2012, the City Council approved final adoption of Ordinance No. 3566-C.S. amending City of Modesto Municipal Code Section 11-1.05, and

WHEREAS, both of these amendments included language which required that the City Manager, upon the recommendation of the Director responsible for utility system planning, request City Council approval for all extensions of water services into unincorporated areas, and

WHEREAS, on November 25, 2014, the City Council approved Resolution No. 2014-472 that amended City Council Policy 5.001, and

WHEREAS, on December 9, 2014, the City Council approved adoption of Ordinance No. 3611-C.S. amending City of Modesto Municipal Code Section 11-1.05, and

WHEREAS, both of these amendments included language allowing the City Manager upon the recommendation of the Director responsible for utility system planning, to approve standard agreements of service for extension of water services into certain unincorporated areas that are located within the former Del Este Water Service Area without City Council approval, and

WHEREAS, the majority of the Del Rio area is included in the former Del Este Water Service Area and would not require City Council approval, the subject parcel is located in a small portion of the Del Rio area that is outside of the former Del Este Water Service Area and therefore requires City Council approval, and

WHEREAS, the property located at 7451 River Nine Drive, is not connected to City's water system, and

WHEREAS, this property is located outside Modesto City limits, and outside the former service area of the Del Este Water Company, and

WHEREAS, City staff has completed an analysis and determined that it is reasonable for the City of Modesto to extend water service to this property, and

WHEREAS, it has been determined that a sufficient quantity of potable water is available for normal usage by the proposed development, and

WHEREAS, the water connection fees are paid and associated permits be obtained prior to connecting to the City water system,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Will Serve letter for the property located at 7451 River Nine Drive in Del Rio.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to sign the Will Serve letter.

The foregoing documents were introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of March, 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-84

Print

RESOLUTION APPROVING AN OUTSIDE SERVICE AGREEMENT BETWEEN THE CITY OF MODESTO AND GARY D. HUFF, AND AVA M. HUFF, TRUSTEES OF THE G&A HUFF 2000 REVOCABLE TRUST, FOR WATER SERVICE FOR THE PROPERTY LOCATED AT 7451 RIVER NINE DRIVE IN DEL RIO (APN: 004-093-011), AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the property located at 7451 River Nine Drive is not connected to the City's water system, and

WHEREAS, this property is located outside Modesto City limits, and outside the former service area of the Del Este Water Company, and

WHEREAS, if it is determined that it is reasonable for the City to extend water service to this property, and

WHEREAS, it has been determined that a sufficient quantity of potable water is available for normal usage by the proposed development, and

WHEREAS, the water connection fees will be paid and associated permits be obtained prior to beginning any on site construction, and

WHEREAS, that the property owner enters into an Outside Service Agreement for water with the City, as required for water service outside of City limits,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Outside Service Agreement for the property located at 7451 River Nine Drive in Del Rio (APN: 044-093-011).

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the agreement.

The foregoing documents were introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of March, 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-85

RESOLUTION DIRECTING STAFF TO PREPARE AND FILE THE 2015-2016 ANNUAL ENGINEER'S REPORT FOR LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 1

WHEREAS, Resolution No. 88-935 adopted by the Council of the City of Modesto on December 13, 1988, initiated proceedings for the formation of Landscape Assessment District No. 1 ("LMAD No. 1") for the purpose of administering the maintenance of landscaping in the public right-of-way within the street medians and adjacent to the access control walls in Dry Creek Meadows Subdivisions Nos. 1-6, and

WHEREAS, LMAD No. 1 was formed in accordance with the Landscaping and Lighting Act of 1972 (Streets and Highways Code Sections 22500 through 22679), and

WHEREAS, Section 22622 of the Streets and Highways Code requires the legislative body (the City Council) to adopt a resolution which shall generally describe any proposed new improvements or any substantial changes in existing improvements and direct staff to prepare and to file a report accordingly, and

WHEREAS, the annual assessment for LMAD No. 1 has remained the same since 1996, and

NOW, THEREFORE, BE IT RESOLVED that the Community Development Manager is designated by this Council as the Engineer of Work for LMAD No. 1, and is hereby directed to prepare and file an annual report in accordance with the provisions of the Landscaping and Lighting Act of 1972, as amended, (Streets and Highways Code Sections 22500 through 22679).

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of March, 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-86

RESOLUTION DIRECTING STAFF TO PREPARE AND FILE THE 2015-2016 ANNUAL ENGINEER'S REPORT FOR LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2

WHEREAS, Resolution No. 89-460, adopted by the Council of the City of Modesto on April 4, 1989, initiated proceedings for the formation of Landscape Maintenance Assessment District No. 2 ("LMAD No. 2") for the purpose of administering the maintenance of landscaping in the public right-of-way within the street medians and adjacent to the access control walls in Dry Creek Meadows Subdivisions Nos. 7 through 10, Creekwood Meadows Subdivision, and Yosemite Meadows Subdivisions Units 1 and 2, and

WHEREAS, LMAD No. 2 was formed in accordance with the Landscaping and Lighting Act of 1972 (Streets and Highways Code Sections 22500 through 22679), and

WHEREAS, Section 22622 of the Streets and Highways Code requires the legislative body (the City Council) to adopt a resolution which shall generally describe any proposed new improvements or any substantial changes in existing improvements and direct staff to prepare and to file a report accordingly, and

WHEREAS, the annual assessment for LMAD No. 2 has gradually increased since July 2000, and

NOW, THEREFORE, BE IT RESOLVED, that the Community Development Manager is designated by this City Council as the Engineer of Work for LMAD No. 2, and is hereby directed to prepare and file an annual report in accordance with the provisions of the Landscaping and Lighting Act of 1972, as amended, (Streets and Highways Code Sections 22500 through 22679).

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of March, 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-87

RESOLUTION DIRECTING STAFF TO PREPARE AND FILE THE 2015-2016 ANNUAL ENGINEER'S REPORT FOR THE SHACKELFORD LANDSCAPE AND LIGHTING DISTRICT

WHEREAS, on June 29, 1999, the County of Stanislaus formed the Shackelford Landscape and Lighting District ("Shackelford LLD") for the purpose of administering the maintaining seventy-seven (77) 200-watt high-pressure sodium streetlights, and

WHEREAS, the Shackelford LLD was formed in accordance with the Landscaping and Lighting Act of 1972 (Streets and Highways Code Sections 22500 through 22679), and

WHEREAS, the Shackelford LLD is comprised of approximately 153 acres, includes 496 lots with both residential and commercial development, and is bounded by Crows Landing Road on the west, East Hatch Road on the south, Union Pacific Railroad on the east, and State Route 99 on the north, and

WHEREAS, on July 1, 2012, the City of Modesto assumed jurisdiction of the Shackelford Landscape and Lighting District from the County of Stanislaus, and

WHEREAS, Section 22622 of the Streets and Highways Code requires the legislative body (the City Council) to adopt a resolution which shall generally describe any proposed new improvements or any substantial changes in existing improvements and direct staff to prepare and to file a report accordingly,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that there are no proposed new improvements or any substantial changes in existing improvements in Shackelford LLD.

BE IT FURTHER RESOLVED that the Community Development Manager is designated by this Council as the "Engineer of Work" for the Shackelford LLD, and is hereby directed to prepare and file an annual report in accordance with the provisions of the Landscaping and Lighting Act of 1972, as amended, (Streets and Highways Code Sections 22500 through 22679).

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of March, 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-88

Print

RESOLUTION APPROVING THE LETTER AGREEMENT DATED FEBRUARY 10, 2015 WITH MPVCA MODESTO, LLC, REGARDING LOT 18 OF PARCEL MAP 56-PM-33 AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, MPVCA MODESTO, LLC, is the OWNER of Lot 18 of Parcel Map 56-PM-33 as recorded with Stanislaus County, and

WHEREAS, On December 27, 2013, construction of a building was completed on the parcel, and

WHEREAS, on February 24, 2014, it was brought to the City's attention that the building was constructed about two feet into a public storm drainage easement, and

WHEREAS, there is an existing storm drain pipe located within the easement and

WHEREAS, the City of Modesto and the OWNER have agreed to relocate the storm drain pipe that is close to the building, and

WHEREAS, the OWNER agrees to pay $44,000 toward the relocation of the SD pipe and needed summary vacation, and

WHEREAS, the City has agreed to relocate the storm drain pipe, and

WHEREAS, City staff recommends that the City Council approve the Letter Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves this Letter Agreement dated February 10, 2015 with MPVCA Modesto, LLC, regarding Lot 18 of Parcel Map 56-PM-33.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Letter Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of March, 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-89

RESOLUTION APPROVING THE SUMMARY VACATION OF A PORTION OF THE EXISTING STORM WATER DRAINAGE SYSTEM EASEMENT LOCATED AT LOT 18 OF 56-PM-33, AND AUTHORIZING THE CITY CLERK TO CERTIFY THE EASEMENT VACATIONS AND RECORD BOTH ITEMS WITH THE STANISLAUS COUNTY RECORDER'S OFFICE

WHEREAS, MPVCA MODESTO, LLC, is the OWNER of Lot 18 of Parcel Map 56-PM-33 as recorded with Stanislaus County, and

WHEREAS, On December 27, 2013, construction of a building was completed on the parcel, and

WHEREAS, on February 24, 2014, it was brought to the City's attention that the building was constructed about two feet into a public storm drainage easement, and

WHEREAS, this situation is preventing the owner from selling the property, and

WHEREAS, the California Streets and Highways Code Division 9, Part 3, Chapter 4 Article 1, Section 8333(c) authorizes a local agency to summarily vacate a public service easement if the easement has been superseded by relocation and there are no other public facilities located within the easement, and

WHEREAS, the City of Modesto and the OWNER have agreed to relocate the storm drain pipe, and

WHEREAS, the OWNER will pay $44,000 toward the relocation of the SD pipe, and

WHEREAS, the City of Modesto has agreed to relocate the pipe, and

WHEREAS, the storm drain easement can be modified as described in **Exhibit** "A", and

WHEREAS, the California Streets and Highways Code Division 9, Part 3, Chapter 4 Article 1, Section 8336 requires that a certified copy of this Resolution of Vacation be recorded in the office of the recorder of Stanislaus County.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that said summary vacation is approved; and that the City Clerk be authorized to certify this resolution on behalf of the City of Modesto.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of March, 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT "A"

Legal Description for Abandonment of a portion of
Public Street Storm Water Drainage System Easement

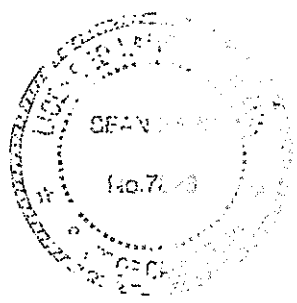
A.P.N. 078-069-008

Being a portion of Lot 18 as shown on the Parcel Map for The Bridges Business Park – Phase II, recorded in Book 56 of Parcel Maps, Page 33, Stanislaus County Records, lying in the northeast quarter of Section 2, Township 3 South, Range 8 East, Mount Diablo Meridian, situate in the City of Modesto, County of Stanislaus, State of California, more particularly described as follows:

Abandonment Area No. 1:
Commencing at the southwest quarter of said Lot 18: thence along the west line of said Lot 18, North 00°11'18" West, 20.00 feet to the northerly line of an existing Public Street Storm Water Drainage System Easement as shown on said Parcel Map; thence along said northerly line, North 89°32'30" East, 50.91 feet to the **Point of Beginning**; thence continuing along said northerly line, North 89°32'30" East, 15.76 feet; thence South 78°23'17" West, 15.68 feet; thence North 07°32'29" West, 3.06 feet to the point of beginning.

Abandonment Area No. 2:
Commencing at the southwest quarter of said Lot 18: thence along the west line of said Lot 18, North 00°11'18" West, 20.00 feet to the northerly line of an existing Public Street Storm Water Drainage System Easement as shown on said Parcel Map; thence along said northerly line, North 89°32'30" East, 92.39 feet; thence continuing along the northerly line of said easement, North 77°52'13" East, 27.91 feet; thence continuing along the northerly line of said easement, North 34°52'31" East, 3.31 feet to the **Point of Beginning**; thence continuing along said northerly line, North 34°52'31" East, 7.06 feet; thence South 11°47'35" East, 5.23 feet; thence South 82°28'21" West, 5.15 feet to the point of beginning.

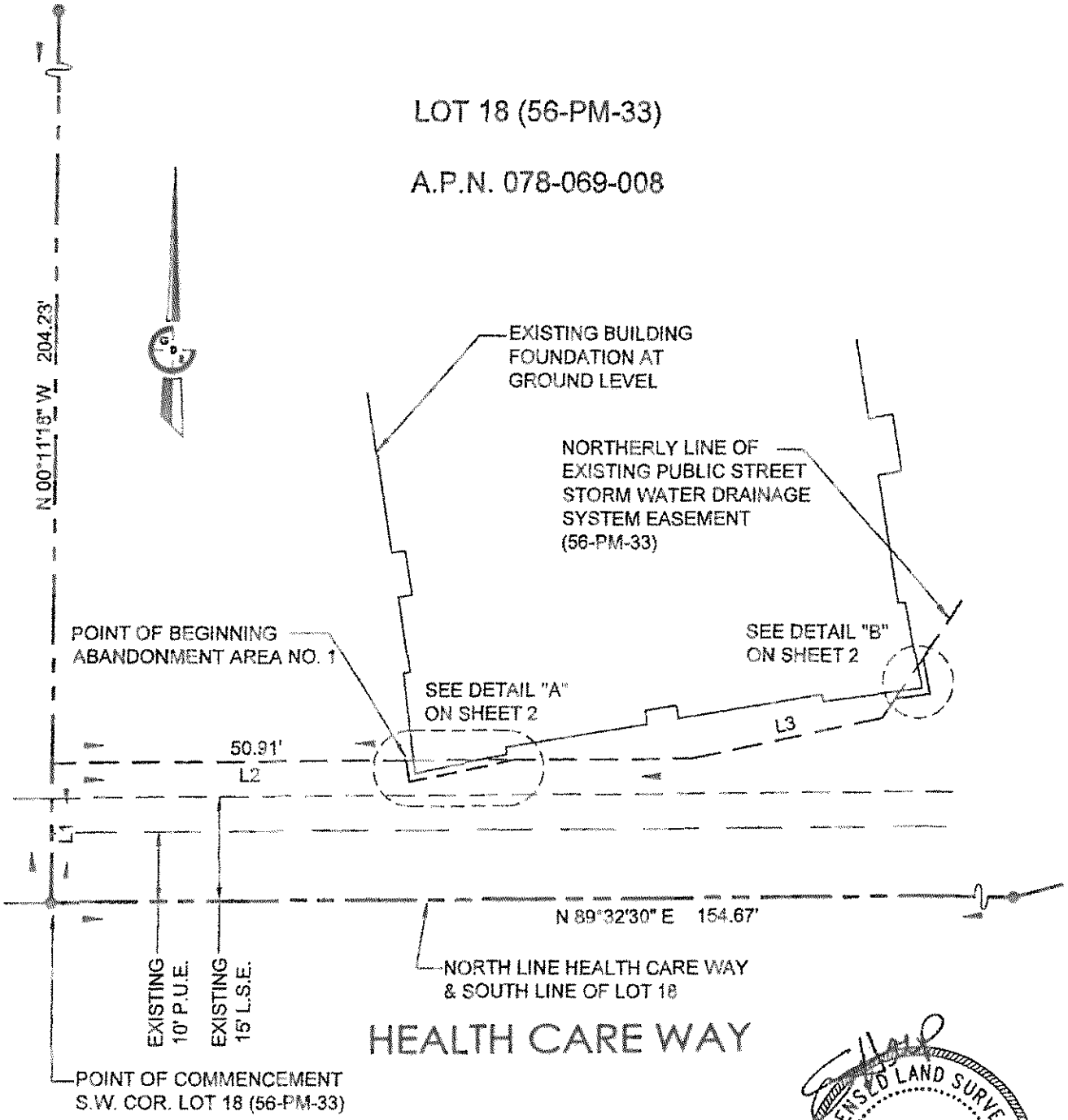
This real property description was prepared by me or under my direction, in conformance with the Professional Land Surveyors' Act.



Sean Harp, L.S. 7823 — Date: 1-16-2015

LOT 18 (56-PM-33)

A.P.N. 078-069-008



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 00°11'18" W	20.00'
L2	N 89°32'30" E	92.39'
L3	N 77°52'13" E	27.91'

LICENSED LAND SURVEYOR
SEAN HARP
No. 7823
STATE OF CALIFORNIA

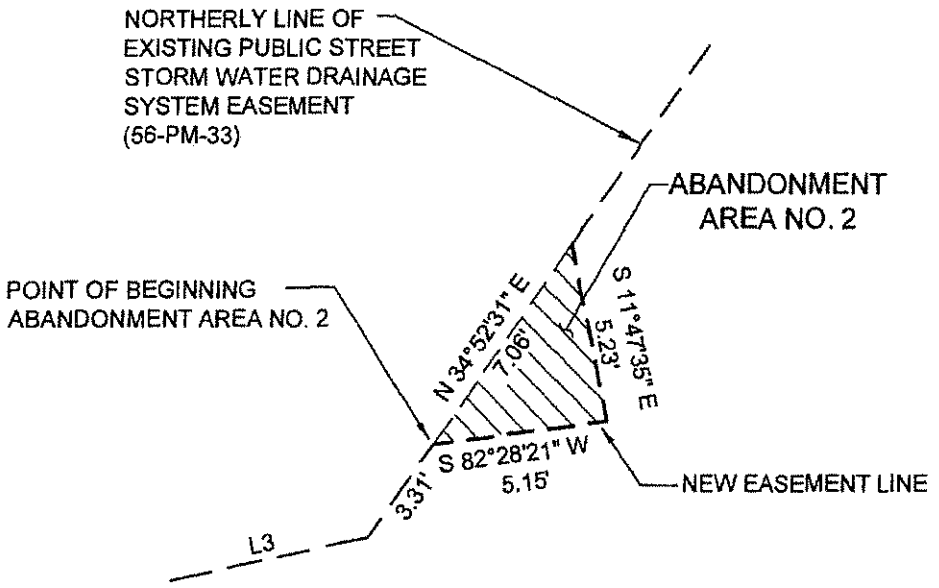
1-16-2015

SHEET 1 OF 2

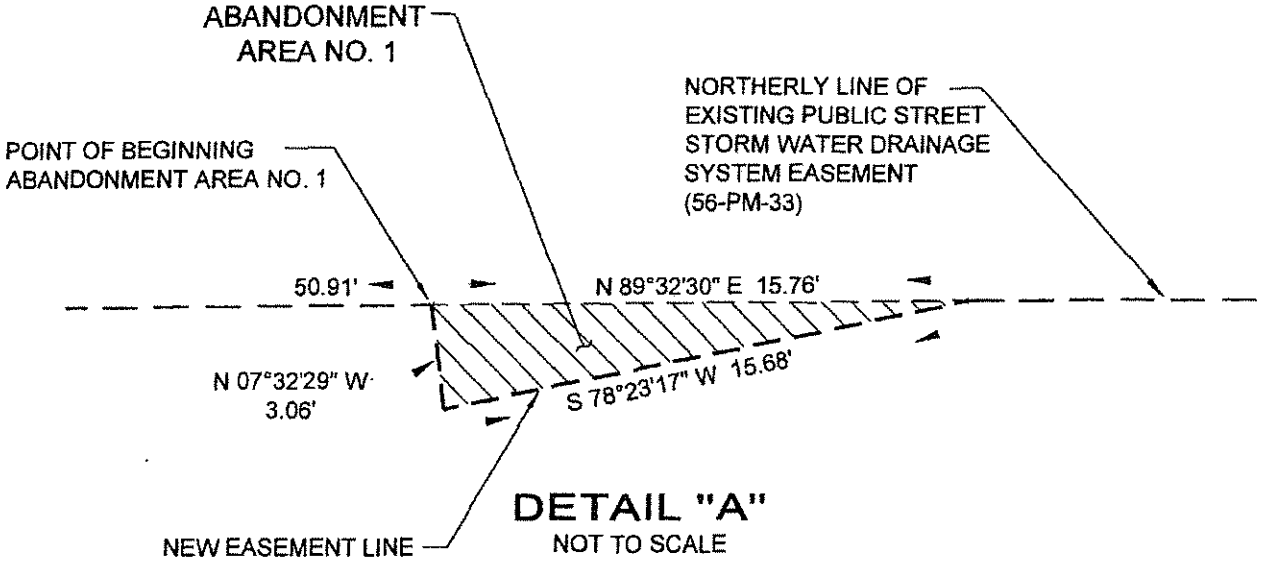
GDR ENGINEERING, Inc.
ENGINEERING/SURVEYING/PLANNING

THE BRIDGES BUSINESS PARK
PHASE II - LOT 18
EASEMENT ABANDONMENT

Date: 1/15/2015
Scale: 1" = 30'
Job No. 13012



DETAIL "B"
NOT TO SCALE



DETAIL "A"
NOT TO SCALE

SHEET 2 OF 2

GDR ENGINEERING, Inc.
ENGINEERING/SURVEYING/PLANNING
3525 MITCHELL ROAD, SUITE C CERES, CA 95307
TELEPHONE: (209) 538-3360 FAX: (209) 538-7370

THE BRIDGES BUSINESS PARK
PHASE II - LOT 18
EASEMENT ABANDONMENT

Date: 1/15/2015
Scale: NOT TO SCALE
Job No. 13012

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-90

RESOLUTION AUTHORIZING THE AWARD OF BIDS FOR THE PURCHASE OF CIRCLE CLAMPS, GASKETS, PIPE COUPLINGS AND TAPPING SLEEVES FOR THE UTILITIES DEPARTMENT, WATER DIVISION TO GROENIGER/ FERGUSON CO., MODESTO, CA, AND PACE SUPPLY CORP., STOCKTON, CA, FOR A ONE-YEAR AGREEMENT WITH FOUR (4) ONE-YEAR EXTENSION OPTIONS AT THE SOLE DISCRETION OF THE CITY, AND AUTHORIZING THE PURCHASING MANAGER OR HIS DESIGNEE TO ISSUE A PURCHASE AGREEMENT FOR AN ESTIMATED ANNUAL COST OF $188,344, AND OVER FIVE (5) YEARS OF $941,720

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for the purchase of circle clamps, gaskets, pipe couplings and tapping sleeves, and

WHEREAS, the Purchasing Division issued RFB No. 1415-11 Circle Clamps, Gaskets, Pipe Couplings and Tapping Sleeves to fifteen (15) prospective bidders, five (5) of which were local companies, and posted the RFB on the City's website, and

WHEREAS, bids were formally opened in the City Clerk's Office. Four (4) companies chose to respond, two (2) of which were local companies, and,

WHEREAS, all four (4) companies responding provided responsive and responsible bids, and

WHEREAS, Modesto Municipal Code 8-3.206 Support of Local Vendors (SLV) allows the lowest bid or quote submitted by a local business that is within five (5) percent of the lowest bid, the opportunity to match the lowest bid price. Groeniger/Ferguson Co., Modesto, CA, qualified for SLV on a list of inventory items and agreed to match lowest bid price for those items, representing an additional $58,000 of products purchased annually with the local vendor, and

WHEREAS, based on providing lowest responsive and responsible bids, City staff recommends the award of bids for the purchase of circle clamps, gaskets, pipe couplings and tapping sleeves for the Utilities Department, Water Division to Groeniger/Ferguson Co., Modesto, CA, and Pace Supply Corp., Stockton, CA, for a one-year agreement with four (4) one-year extension options at the sole discretion of the City, for an estimated annual cost of $188,344, and over five (5) years of $941,720, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. The award of bids for the purchase of circle clamps, gaskets, pipe couplings and tapping sleeves for the Utilities Department, Water Division to Groeniger/Ferguson Co., Modesto, CA, and Pace Supply Corp., Stockton, CA, conforms to Modesto Municipal Code 8-3.203.

WHEREAS, funds are budgeted in Fiscal Year 2014-15 in Appropriation Unit: 4100-45040-53150.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of bids for the purchase of circle clamps, gaskets, pipe couplings and tapping sleeves for the Utilities Department, Water Division to Groeniger/Ferguson Co., Modesto, CA, and Pace Supply Corp., Stockton, CA, for a one-year agreement with four (4) one-year extension options at the sole discretion of the City.

BE IT FURTHER RESOLVED that the Purchasing Manager, or his designee, is hereby authorized to issue purchase agreements for an estimated annual cost of $188,344.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of March, 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-91

Print

RESOLUTION AUTHORIZING THE AWARD OF BID FOR THE PURCHASE OF A DUMP TRUCK WITH 14 YARD CAPACITY FOR THE UTILITIES DEPARTMENT, STORMWATER COLLECTIONS DIVISION THROUGH THE FLEET SERVICES DIVISION, TO INTERSTATE TRUCK CENTER LLC, STOCKTON, CA FOR AN ESTIMATED TOTAL COST OF $132,628

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for new vehicles and heavy equipment, through various competitive processes, with the Purchasing Division coming back to Council for award authorization. The dump truck with 14 yard capacity was included in the new vehicles and heavy equipment list authorized by the City Manager, and

WHEREAS, the dump truck with 14 yard capacity will be used by the Stormwater Collections Division. The Stormwater Collections Division has developed a new type of storm system called a "Drywell". Stormwater Collections has completed several drywell installations in areas with chronic flooding. This program has had great success and enabled the City to address local flooding issues. To build on this success, Stormwater Collections requested an additional construction crew to install new drywells. The approved budget request included equipment and personnel required to staff this second drywell crew, and

WHEREAS, The Purchasing Division issued RFB 1415-22 for the purchase of a dump truck with 14 yard capacity to eight (8) prospective bidders, one of which was a local company and posted the RFB on the City's website, and

WHEREAS, bids were formally opened in the City Clerk's office. Four (4) companies chose to respond. The local vendor did not submit a bid. All four (4) companies provided responsive and responsible bids, and

WHEREAS, based on providing the lowest responsive and responsible bid, City staff recommends the award of bid for the purchase of a dump truck with 14 yard capacity, to Interstate Truck Center LLC, Stockton, CA, for a total estimated cost of $132,628, and

WHEREAS, sufficient funds are budgeted in Fiscal Year 2014-15, in account # 4480-44222-57003, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. The award of bid for the purchase of a dump truck with 14 yard capacity to Interstate truck Center LLC, Stockton, CA, conforms to the Modesto Municipal Code.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of bid for the purchase of a dump truck with 14 yard capacity for the Utilities Department, Stormwater Collections Division, through the Fleet Services Division to Interstate Truck Center LLC, Stockton, CA.

BE IT FURTHER RESOLVED that the Purchasing Manager or his designee to issue a purchase order for a total estimated cost of $132,628.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of March, 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDRGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-92

Print

RESOLUTION AUTHORIZING THE AWARD OF BID FOR THE PURCHASE OF ROADWAY CRACK SEALANT FOR THE PUBLIC WORKS DEPARTMENT, STREETS DIVISION TO MAXWELL PRODUCTS, INC., SALT LAKE CITY, UT, FOR A TWO (2) YEAR AGREEMENT WITH THREE (3) ONE-YEAR EXTENSION OPTIONS AT THE SOLE DISCRETION OF THE CITY, AND AUTHORIZING THE PURCHASING MANAGER OR HIS DESIGNEE TO ISSUE A PURCHASE AGREEMENT FOR AN ESTIMATED ANNUAL COST OF $137,459, AND OVER FIVE (5) YEARS OF $687,295

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for the purchase of roadway crack sealant, and

WHEREAS, the Purchasing Division issued RFB No. 1415-09 for the purchase of roadway crack sealant to ten (10) prospective bidders, one of which was a local company, and posted the RFB on the City's website, and

WHEREAS, bids were formally opened in the City Clerk's Office. Five (5) companies chose to respond, one of which was a local vendor, and

WHEREAS, all five (5) companies provided responsive and responsible bids, and

WHEREAS, based on providing the lowest responsive and responsible bid, City staff

recommends the award of bid for the purchase of roadway crack sealant for the Public Works Department, Streets Division to Maxwell Products, Inc., Salt Lake City, UT, for a two (2) agreement with three (3) one-year extension options at the sole discretion of the City, for an estimated annual cost of $137,459, and over five (5) years of $687,295, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services

to be formally bid. The award of bid for the purchase of roadway crack sealant for the Public Works Department, Streets Division to Maxwell Products, Inc., Salt Lake City, UT, conforms to Modesto Municipal Code 8-3.203, and

WHEREAS, funds are budgeted in Fiscal Year 2014-15 in Appropriation Unit: 1700-53130-53150.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of bid for the purchase of roadway crack sealant for the Public Works Department, Streets Division to Maxwell Products, Inc., Salt Lake City, UT, for a two (2) year agreement with three (3) one-year extension options at the sole discretion of the City.

BE IT FURTHER RESOLVED that the Purchasing Manager, or his designee, is hereby authorized to issue a purchase agreement for an estimated annual cost of $137,459.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of March, 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-93

Print

RESOLUTION AUTHORIZING THE PURCHASE OF A COMBINATION CRIME SCENE AND COMMAND VEHICLE FOR THE MODESTO POLICE DEPARTMENT, THROUGH THE PUBLIC WORKS DEPARTMENT, FLEET SERVICES DIVISION, BY "ACCESSING THE TERMS" OF A COMPETITIVELY BID CONTRACT WITH THE GENERAL SERVICE ADMINISTRATION (GSA) TO SIRCHIE FINGER PRINT LABORATORIES, MEDFORD, NJ, AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO ISSUE A PURCHASE ORDER FOR AN ESTIMATED TOTAL COST OF $152,738

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for new vehicles and heavy equipment, through various competitive processes, with the Purchasing Division coming back to Council for award authorization. The Combination Crime Scene and Command Vehicle is included in the vehicles and equipment list authorized by the City Manager, and

WHEREAS, the Combination Crime Scene and Command Vehicle is a replacement police vehicle for the Police Department. The Combination Crime Scene and Command Vehicle has been subjected to a thorough evaluation and has met or exceeded the replacement criteria before being placed on the replacement list, and

WHEREAS, the General Service Administration (GAS) went through a competitive proposal process for the purchase of Emergency Preparedness and First Responder Equipment and issued contract #GS-07F-9464G F to Sirchie Finger Print Laboratories, Medford, NJ, and

WHEREAS, there are no local vendors for this type of equipment. Taking advantage of this process and awarding a contract by "accessing the terms" of the GSA contract # GS-07F-9464G is an efficient and effective way to purchase the Combination

Crime Scene and Command Vehicle, and saves the time and expense for the City to formally solicit RFB's, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. However, there are exceptions to the rule set forth in the Modesto Municipal Code, and

WHEREAS, one exception provided for in MMC Section 8-3.204(d), is available where the Purchasing Manager in his or her discretion, determines that a process other than the usual formal bid procedure set forth in MMC Section 8-3.203 will result in procurement for the City at the lowest possible cost commensurate with the desired quality. Acting within his discretion, the Purchasing Manager invoked that exception for this purchase due to the cost savings of staff time and the limited number of competitors. The purchase of a Combination Crime Scene and Command Vehicle, by "accessing the terms" of the GSA contract with Sirchie Finger Print Laboratories, Medford, NJ, will conform to MMC Section 8-3.204(d), and

WHEREAS sufficient funds are budgeted in Fiscal Year 2014-15, in the following appropriation unit: 1341-19998-57003-100776 – 2013-14 SLESF.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the purchase of a Combination Crime Scene and Command Vehicle for the Modesto Police Department through the Public Works Department, Fleet Services Division, by "accessing the terms" of a competitively bid contract with the GSA contract # GS-07F-9464G with Sirchie Finger Print Laboratories, Medford, NJ.

BE IT FURTHER RESOLVED that the Purchasing Manager is hereby authorized to issue a purchase order for an estimated total cost of $152,738.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of March, 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-94

Print

A RESOLUTION APPROVING AN AGREEMENT WITH EMERGENCY SERVICES CONSULTING INTERNATIONAL SERVICES TO DEVELOP A MASTER AND STRATEGIC PLAN FOR THE MODESTO FIRE DEPARTMENT IN AN AMOUNT NOT TO EXCEED $59,231 AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, The current Modesto Fire Department's (MFD) Strategic Plan was approved by the Modesto City Council on August 14th, 2007, and

WHEREAS, This plan was developed for years 2008-2012, the last time a Master Plan was completed was in 1990, and

WHEREAS, the new Master Plan will provide long-term (10 years) planning, projections and opportunities while the Strategic Plan will serve as a short-term, annually updated implementation tool that aides in the establishment of an MFD mission, vision, goals and objectives, and

WHEREAS, the plan will guide the future development of the department. It will act as guide to the City Council to identify proper levels of service for Fire Protection, EMS, Fire Prevention, support services, Station and apparatus maintenance/replacement and other fire department responsibilities. The plan will identify current and potential future funding needs to finance these services. It will identify needs for capital and operational expenses as demands for services increase, and

WHEREAS, the Request for Proposals (RFP) was advertised on January 15, 2015 through the Daily Dispatch website, in addition to RFP's being sent out to other well-known agencies that provide Fire Department consulting services, and

WHEREAS, three proposals were received on February 4, 2015 and distributed for review to three City staff members. Staff, reviewed and ranked the consultants with

Emergency Services Consulting International Services being selected as the most qualified,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an agreement with Emergency Services Consulting International Services to develop a Master and Strategic Plan for the Modesto Fire Department in an amount not to exceed $59,231.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of March, 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-95

RESOLUTION APPROVING A FIVE-YEAR LEASE AGREEMENT WITH FOUR FIVE-YEAR OPTIONS TO EXTEND THE LEASE AGREEMENT BETWEEN THE CITY OF MODESTO AND SACRAMENTO-VALLEY LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS FOR THE PLACEMENT OF A CELLUAR TOWER AT CHRYSLER PARK AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE LEASE AGREEMENT

WHEREAS, Sacramento-Valley Limited Partnership desires to lease a cellular tower site located at Chrysler Park for a period of five years with four (4), five (5)-year options to extend the leases, for the installation of cellular telephone equipment, and

WHERAS, the City of Modesto is willing to lease a portion of the Chrysler Park to Sacramento-Valley Limited Partnership for the said use for the sum of $1,700 per month with a rental increase of 2.5% on each anniversary of Commencement date, and

WHEREAS, Sacramento-Valley Limited Partnership further agrees to pay the City of Modesto a one-time, non-refundable payment of $10,000 within thirty (30) days of Commencement date, and

WHERAS, Sacramento-Valley Limited Partnership will install a stealth cellular tower at Chrysler Park and place cellular equipment on the ground in the vicinity of the pole, and

WHEREAS, Sacramento-Valley Limited Partnership agrees to adhere to the following:

1. Prior to issuance of a building permit, the applicant shall coordinate the design and installation work with City of Modesto for review and approval.
2. All landscaping fences and walls shall be maintained and the premises shall be kept free of weeds, trash and other debris.

3. The Capital Facilities Fees payable at the time of the issuance of a building permit for construction shall be based on the rate in effect at the time of issuance of the building permit.
4. The Applicant shall record a Notice of Conditions in the Stanislaus County Recorder's Office on a form available in the Community and Economic Development Department.
5. Construction activities shall follow guidelines listed in the California Storm Water Quality Association (CASQA) Best Management Practice Handbook for Construction to prevent any drag out of soil or sediments onto the public roadway or into the City storm drain system.
6. All improvement plans pursuant to construction shall be prepared, stamped and signed by a California licensed civil engineer and in accordance with the City of Modesto standards.
7. Prior to placement of any stationary lead-acid battery systems or on-site generators, a permit shall be obtained from the City of Modesto Fire Department.
8. All outdoor lighting shall be shielded from adjacent residential properties as required by the City Engineer or designee and shall be at a height and of a type that is least intrusive to the adjacent neighborhood as determined by the City Engineer or designee and the City of Modesto's Parks, Recreation and Neighborhoods Department Director or designees.
9. No operations conducted on the premises shall cause an unreasonable amount of noise, odor, dust, mud, smoke, vibration or electrical interference detectable on the premises. All machinery or equipment shall be soundproofed as required by the

Parks, Recreation and Neighborhoods Director. The Noise Ordinance prohibits the loud and raucous discharge into the air or the operation of any tools or equipment before 7:00 am or after 9:00 pm daily (except Saturday and Sunday and State and Federal holidays, when the prohibited time shall be before 9:00 am and after 9:00 pm.).

10. Prior to final inspection with the Building and Development Services Division, the applicant shall install signage approved by the Parks, Recreation and Neighborhoods Director or designee to be located on the entrance gate to the cellular communications facility indicating the cell tower provider and the hours permitted for operations and maintenance of the cellular communications for facility, which shall be in accordance with the City of Modesto Municipal Code Noise Ordinance Section 4-9.101.

11. Prior to the issuance of a building permit the applicant shall provide the Parks, Recreation and Neighborhoods Department Director or designee with the name, address and telephone number of applicant's contact person designated to receive notices, complaints, documents and other correspondence related to ownership, operation and maintenance of the cell tower facilities. Applicant and its successors in interest shall notify the Parks, Recreation and Neighborhoods Department Director of any changes to the contact information within ten (10) working days after such a change is made,

NOW THEREFORE BE IT RESOLVED by the Council of the City of Modesto that it herby approves a five-year lease agreement between the City of Modesto and Sacramento-Valley Limited Partnership for a cellular site to be located on a portion of

Chrysler Park, with four, five-year options to extend the lease. A copy of the Option and Land Lease Agreement will be on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Manager or his designee, is hereby authorized to execute the Option and Land Lease Agreement, in a form approved by the City Attorney.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of March, 2015 by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-96

Print

RESOLUTION APPROVING A FIVE-YEAR LEASE AGREEMENT WITH FOUR, FIVE-YEAR OPTIONS TO EXTEND THE LEASE AGREEMENT BETWEEN THE CITY OF MODESTO AND SACRAMENTO-VALLEY LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS FOR THE PLACEMENT OF A CELLUAR TOWER AT MANCINI PARK AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE LEASE AGREEMENT

WHEREAS, Sacramento-Valley Limited Partnership desires to lease a cellular tower site located at Mancini Park for a period of five years with four (4), five (5)-year options to extend the leases, for the installation of cellular telephone equipment, and

WHERAS, the City of Modesto is willing to lease a portion of the Mancini Park to Sacramento-Valley Limited Partnership for the said use for the sum of $1,700 per month with a rental increase of 2.5% on each anniversary of Commencement date, and

WHEREAS, Sacramento-Valley Limited Partnership further agrees to pay the City of Modesto a one-time, non-refundable payment of $10,000 within thirty (30) days of Commencement date, and

WHERAS, Sacramento-Valley Limited Partnership will install a stealth cellular tower at Mancini Park located at 1204 River Road and place cellular equipment on the ground in the vicinity of the pole, and

WHEREAS, Sacramento-Valley Limited Partnership agrees to adhere to the following:

1. Prior to issuance of a building permit, the applicant shall coordinate the design and installation work with City of Modesto for review and approval.
2. All landscaping fences and walls shall be maintained and the premises shall be kept free of weeds, trash and other debris.

3. The Capital Facilities Fees payable at the time of the issuance of a building permit for construction shall be based on the rate in effect at the time of issuance of the building permit.
4. The Applicant shall record a Notice of Conditions in the Stanislaus County Recorders Office on a form available in the Community and Economic Development Department.
5. The City and developer shall, at their expense defend, and hold harmless the City of Modesto, its agents, officers, and employees from and against any and all claims, actions, damages, losses or expenses of every type and description including, but not limited to payment of attorney's fees and costs, by reason of , or arising out of , this development approval. The obligation to defend, indemnify and hold harmless shall include but is not limited to any action to arbitrate, attack, review, set aside, void or annul this development approval on any grounds whatsoever. The City of Modesto shall promptly notify the developer of any claim, action, or proceeding and shall cooperate fully in the defense.
6. Construction activities shall follow guidelines listed in the California Storm Water Quality Association (CASQA) Best Management Practice Handbook for Construction to prevent any drag out of soil or sediments onto the public roadway or into the City storm drain system.
7. All improvement plans pursuant to construction shall be prepared, stamped and signed by a California licensed civil engineer and in accordance with the City of Modesto standards.
8. Prior to placement of any stationary lead-acid battery systems or on-site generators, a permit shall be obtained from the City of Modesto Regional Fire Department.

9. All outdoor lighting shall be shielded from adjacent residential properties as required by the City Engineer or designee and shall be at a height and of a type that is least intrusive to the adjacent neighborhood as determined by the City Engineer or designee and the City of Modesto's Parks, Recreation and Neighborhoods Department Director or designees.

10. No operations conducted on the premises shall cause an unreasonable amount of noise, odor, dust, mud, smoke, vibration or electrical interference detectable on the premises. All machinery or equipment shall be soundproofed as required by the Parks, Recreation and Neighborhoods Director. The Noise Ordinance prohibits the loud and raucous discharge into the air or the operation of any tools or equipment before 7:00 am or after 9:00 pm daily (except Saturday and Sunday and State and Federal holidays, when the prohibited time shall be before 9:00 am and after 9:00 pm.).

11. Prior to final inspection with the Building and Development Services Division, the applicant shall install signage approved by the Parks, Recreation and Neighborhoods Director or designee to be located on the entrance gate to the cellular communications facility indicating the cell tower provider and the hours permitted for operations and maintenance of the cellular communications for facility, which shall be in accordance with the City of Modesto Municipal Code Noise Ordinance Section 4-9.101.

12. Prior to the issuance of a building permit the applicant shall provide the Parks, Recreation and Neighborhoods Department Director or designee with the name, address and telephone number of applicant's contact person designated to receive notices, complaints, documents and other correspondence related to ownership, operation and maintenance of the cell tower facilities. Applicant and its successors in interest shall

notify the Parks, Recreation and Neighborhoods Department Director of any changes to the contact information within ten (10) working days after such a change is made,

NOW THEREFORE BE IT RESOLVED by the Council of the City of Modesto that it herby approves a five-year lease agreement between the City of Modesto and Sacramento-Valley Limited Partnership for a cellular site to be located on a portion of Mancini Park, with four, five-year options to extend the lease.

BE IT FURTHER RESOLVED that the City Manager or his designee is hereby authorized to execute the lease agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of March, 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers	None
ABSENT:	Councilmembers	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-97

RESOLUTION APPROVING A CHALLENGE GRANT OF UP TO $250,000 FOR THE MIRACLE LEAGUE OF STANISLAUS COUNTY

WHEREAS, CITY of Modesto recognizes the importance of recreation activities for all of its citizens regardless of abilities, and

WHEREAS, CITY recognizes that the game of baseball is a great source of pride for all who choose to play it, and

WHEREAS, CITY recognizes that the Miracle League and their fiscal sponsor, ORGANIZATION have partnered to bring a Miracle League Field and Program to Modesto, and

WHEREAS, CITY chooses to support ORGANIZATION in its efforts to build a Miracle League Field and establish a program in Modesto by offering $250,000 Challenge Grant, and

WHEREAS, ORGANIZATION has committed to operate a Miracle League Program, build a field and has leased property at 1020 Pelandale Avenue.

WHEREAS, Organization agrees to adhere to the following:

1. ORGANIZATION will provide CITY a detailed accounting for donations received from the date of this agreement through June 30, 2015.

2. ORGANIZATION agrees to keep the LEAGUE in good fiscal standing for a minimum of five years.

3. ORGANIZATION shall, at their expense defend, and hold harmless the City of Modesto, its agents, officers, and employees from and against any and all claims, actions, damages, losses or expenses of every type and description including, but not limited to payment of attorney's fees and costs, by reason of , or arising out of, this development approval. The obligation to defend, indemnify and hold harmless shall include but is not limited to any action to

arbitrate, attack, review, set aside, void or annul this development approval on any grounds whatsoever. The City of Modesto shall promptly notify the ORGANIZATION of any claim, action, or proceeding shall cooperate full in the defense.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the **attached** Agreement.

BE IT FURTHER RESOLVED that the City Manager or his designee is hereby authorized to execute the lease agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of March, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers	None
ABSENT:	Councilmembers	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-98

RESOLUTION APPROVING A LEASE AGREEMENT WITH STANISLAUS IMPLEMENT & HARDWARE CO., LTD. FOR THE USE OF ITS PARKING LOT FOR $1,000 PER MONTH ON A MONTH-TO-MONTH CONTRACT UNTIL SUCH TIME AS THE PROPERTY IS SOLD; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS

WHEREAS, The City of Modesto Police Department is in need of additional parking, and

WHEREAS, this lease would provide a parking lot formerly used by Stanislaus Implement & Hardware Co., LTD., on the corner of 11th and F Street, at a rental of $1,000 a month, and

WHEREAS, this will be a month-to-month contract commencing on April 1, 2015 until such time as the property is sold, and

WHEREAS, this lease will provide needed parking for police and privately-owned employee vehicles, and

WHEREAS, the Landlord is agreeable to this and is asking that we pay his increase in taxes over this period of time,

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a Lease Agreement with Stanislaus Implement & Hardware Company, LTD. for use of its parking lot for $1,000 per month on a month-to-month contract, until such time as the property is sold.

RESCINDED
MAY 5 2015
THIS RESOLUTION WAS RESCINDED BY MODESTO CITY COUNCIL RESOLUTION NO. 2015-138

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the necessary documents.

The foregoing resolution was adopted at a regular meeting of the Council of the City of Modesto, held on the 24th day of March, 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-99

Print

RESOLUTION AMENDING THE FISCAL YEAR 2014/15 CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET IN THE AMOUNT OF $85,000

WHEREAS, the purpose of the CML 5059 (207) New Traffic Signals – 2015 project is to install a new traffic signal at the intersection of McHenry Avenue at Grecian Avenue, and

WHEREAS, in January, 2012 staff applied for and received Congestion Mitigation and Air Quality (CMAQ) funds to construct a new traffic signal at the following two intersections in the City of Modesto: (1) Blue Gum Avenue at Rosemore Avenue and (2) McHenry Avenue at Grecian Avenue, and

WHEREAS, due to the addition of new buildings on the West Modesto Junior College (MJC) campus, representatives from MJC approached the City of Modesto regarding the need for a new traffic signal located at the intersection of Blue Gum at Prichard Avenue, and

WHEREAS, at the September 2, 2014 Council Meeting the City Council approved Plans and Specifications for MJC to construct a new traffic signal located at the intersection of Blue Gum Avenue at Prichard Avenue. MJC will be responsible for the costs associated with the construction of this new traffic signal, and

WHEREAS, with the approval for MJC to construct a new traffic signal at the intersection of Blue Gum at Prichard Avenue and the close proximity to the intersection of Blue Gum Avenue at Rosemore Avenue, it is no longer desirable to construct a new traffic signal at the intersection of Blue Gum Avenue at Rosemore Avenue, and

WHEREAS, on December 8, 2013, JWG McHenry, LLC received Conditions of Approval: DPR-13-011 – Claratina Avenue Auto Dealerships for the development of an Infinity Dealership located at the south-east former of McHenry Avenue and Claratina Avenue, and

WHEREAS, JWG McHenry, LLC expressed their desire for the construction of a new traffic signal located at the intersection of McHenry Avenue at Grecian Avenue. Today's non-signalized intersection of McHenry Avenue at Grecian Avenue only allows for right turns into Grecian Avenue from northbound McHenry Avenue and right turns out of Grecian Avenue onto northbound McHenry Avenue, and

WHEREAS, City staff has worked diligently in coordinating with representatives at JWG McHenry, LLC and Caltrans to deliver a new traffic signal located at the intersection of McHenry Avenue at Grecian Avenue as part of the New Traffic Signals - 2015 CMAQ project in a timetable that will coordinate with the Claratina Auto Dealerships project and the pending street improvements along McHenry Avenue, and

WHEREAS, on December 18, 2014, California Department of Transportation authorized Preliminary Engineering (PE) funding in the amount of $85,000.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 201/15 Capital Improvement Project Program budget to modify and add Capital Improvement Program funding in the amount of $85,000.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of March, 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-100

Print

RESOLUTION ACCEPTING CONGESTION MITIGATION AND AIR QUALITY (CMAQ) FUNDS IN THE AMOUNT OF $85,000, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE NECESSARY GRANT FUNDING DOCUMENTS

WHEREAS, the purpose of the CML 5059 (207) New Traffic Signals – 2015 project is to install a new traffic signal at the intersection of McHenry Avenue at Grecian Avenue, and

WHEREAS, in January, 2012 staff applied for and received Congestion Mitigation and Air Quality (CMAQ) funds to construct a new traffic signal at the following two intersections in the City of Modesto: (1) Blue Gum Avenue at Rosemore Avenue and (2) McHenry Avenue at Grecian Avenue, and

WHEREAS, due to the addition of new buildings on the West Modesto Junior College (MJC) Campus, representatives from MJC approached the City of Modesto regarding the need for a new traffic signal located at the intersection of Blue Gum Avenue at Prichard Avenue, and

WHEREAS, at the September 2, 2014, Council Meeting the City Council approved Plans and Specifications for MJC to construct a new traffic signal located at the intersection of Blue Gum Avenue at Prichard Avenue. MJC will be responsible for the costs associated with the construction of this new traffic signal, and

WHEREAS, with the approval for MJC to construct a new traffic signal at the intersection of Blue Gum Avenue at Prichard Avenue and the close proximity to the intersection of Blue Gum Avenue at Rosemore Avenue, it is no longer desirable to

construct a new traffic signal at the intersection of Blue Gum Avenue at Rosemore Avenue, and

WHEREAS, on December 8, 2013, JWG McHenry, LLC received Conditions of Approval: DPR-13-011 – Claratina Avenue Auto Dealerships for the development of an Infinity Dealership located at the south-east corner of McHenry Avenue and Claratina Avenue, and

WHEREAS, JWG McHenry, LLC expressed their desire for the construction of a new traffic signal located at the intersection of McHenry Avenue at Grecian Avenue. Today's non-signalized intersection of McHenry Avenue at Grecian Avenue only allows for right turns into Grecian Avenue from northbound McHenry Avenue and right turns out of Grecian Avenue onto northbound McHenry Avenue, and

WHEREAS, City staff has worked diligently in coordinating with representatives at JWG McHenry, LLC and Caltrans to deliver a new traffic signal located at the intersection of McHenry Avenue at Grecian Avenue as part of the New Traffic Signals - 2015 CMAQ project in a timetable that will coordinate with the Claratina Auto Dealerships project and the pending street improvements along McHenry Avenue, and

WHEREAS, on December 18, 2014, California Department of Transportation authorized Preliminary Engineering (PE) funding in the amount of $85,000.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts Congestion Mitigation Air Quality (CMAQ) funds in the amount of $ 85,000.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the necessary grant documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of March, 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-101

Print

RESOLUTION APPROVING THE ESTABLISHMENT OF A NEW CAPITAL IMPROVEMENT PROJECT (CIP) ACCOUNT FOR $600,000 OF THE ONE TIME MONEY TO BE USED FOR THE HIGH VOLTAGE STREET LIGHT CIRCUIT PARTIAL REPLACEMENT PROJECT IN THE CITY OF MODESTO

WHEREAS, the City of Modesto Council has decided to invest $600,000 to construct replacement of a portion of the high voltage street light circuits in our community, and

WHEREAS, the replacement street lights circuits will provide a better and more safe nighttime street lighting option for Modesto residents as well as the City employees that maintain the street lights, and

WHEREAS, the four high voltage street light circuits that will be replaced will be decided based on the condition of the existing 36 high voltage street light circuits, and

WHEREAS, replacement of a portion of the high voltage street light circuits is exempt from environmental review under the Categorical Class III CEQA Guidelines, Section 15301(c) of the CEQA/NEPA requirements.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the establishment of a new CIP account to fund the construction of replacement street light circuits in Modesto.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of March, 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-102

Print

RESOLUTION APPROVING THE AIRPORT CAPITAL IMPROVEMENT PLAN (ACIP) FOR SUBMITTAL TO THE FEDERAL AVIATION ADMINISTRATION (FAA) AND CALTRANS AERONAUTICS

WHEREAS, Modesto City-County Airport is a federally obligated airport and is eligible for federal funding, and

WHEREAS, as Airport sponsor, the City is eligible for discretionary funding from the Federal Airport Improvement Program (AIP), and

WHEREAS, the FAA requires that the City submit a revised ACIP annually covering at least the next five (5) years to maintain eligibility for future project funding, and

WHEREAS, in addition to updating cost estimates, the ACIP annual update is intended to reflect ongoing changes in City priorities, airport needs, and/or federal mandates, and

WHEREAS, keeping the ACIP current helps the FAA plan for the Airport's long-term funding needs and better distribute the funds on a priority rating, and

WHEREAS, CalTrans uses the ACIP submission to develop State Capital Improvement Plan (SCIP), and

WHEREAS, the Modesto City-County Airport CIP update will be focusing on mandated safety and compliance issues, current infrastructure needs and planning for future Airport needs and,

WHEREAS, the total package of capital improvements submitted to the FAA for the multi-year period ending in 2020 is estimated to cost $10,197,047.00, and

WHEREAS, funding for projects that are approved will be borne by the FAA at 90% with the Airport Fund providing the remaining 10% ($1,023,758.00), and

WHEREAS, Passenger Facility Fees or Local Match will generate most of the revenue for the 10% match, and

WHEREAS, the Airport Advisory Committee, at its February 19, 2015 meeting recommended the forwarding of this item to City Council for consideration.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the ACIP, **attached** hereby as **Exhibit A**, for submittal to the FAA and CalTrans Aeronautics.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of March, 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO Airport Capital Improvement Plan (ACIP)				FUNDED IN:					
PROJECT	Funded 2014	Total Cost	Federal Share	2015	2016	2017	2018	2019	2020
Rehab Runway 10L-28R									
NEPA (Assumes CatEx)	Funded in 2014	$ 2,500.00	$ 2,250.00						
Admin		$ 63,308.00	$ 58,778.00	$ 58,778.00					
Design	Funded in 2014	$ 326,542.00	$ 293,888.00						
Construction		$ 3,265,420.00	$ 2,938,878.00	$ 2,938,878.00					
Construction Admin		$ 326,542.00	$ 293,888.00	$ 293,888.00					
Pavement Maintenance Management Plan									
Admin		$ 3,000.00	$ 2,700.00	$ 2,700.00					
PMMP Plan		$ 90,000.00	$ 81,000.00	$ 81,000.00					
Security/Perimeter Fencing									
NEPA (Assumes CatEx)	Funded in 2014	$ 1,000.00	$ 900.00						
Admin		$ 48,816.00	$ 43,934.00	$ 5,000.00	$ 38,934.00				
Design	Funded in 2014	$ 109,836.00	$ 98,852.00						
Construction		$ 1,220,400.00	$ 1,098,360.00	$ 9,500.00	$ 1,125,400.00				
Construction Admin		$ 122,040.00	$ 109,836.00	$ 12,000.00	$ 97,836.00				
Reconstruct Apron									
NEPA (Assumes CatEx)	Funded in 2014	$ 1,000.00	$ 900.00						
Admin		$ 33,683.00	$ 30,315.00	$ 10,000.00	$ 20,315.00				
Design	Funded in 2014	$ 168,346.00	$ 151,574.00						
Construction		$ 1,684,160.00	$ 1,515,744.00	$ 400,000.00	$ 1,115,744.00				
Construction Admin		$ 168,436.00	$ 151,574.00	$ 40,000.00	$ 111,574.00				
Reconstruct Taxiways C&E									
NEPA		$ 120,000.00	$ 108,000.00		$ 108,000.00				
Admin		$ 75,000.00	$ 67,500.00		$ 30,000.00	$ 20,000.00	$ 15,000.00	$ 8,750.00	$ 8,750.00
Design		$ 300,000.00	$ 270,000.00		$ 90,000.00	$ 90,000.00	$ 45,000.00	$ 45,000.00	$ 45,000.00
Construction		$ 3,000,000.00	$ 2,700,000.00			$ 900,000.00	$ 600,000.00	$ 600,000.00	$ 600,000.00
Construction Admin		$ 300,000.00	$ 270,000.00			$ 90,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00
Update Airport Layout Plan									
Admin		$ 50,000.00	$ 45,000.00			$ 45,000.00			
Planning		$ 200,000.00	$ 180,000.00			$ 180,000.00			
Survey		$ 150,000.00	$ 135,000.00			$ 135,000.00			
Total Funding to be requested (Omits funding already Granted in 2014)		**$ 11,220,805.00**	**$ 10,197,047.00**	**$ 3,851,744.00**	**$ 2,737,803.00**	**$ 1,460,000.00**	**$ 720,000.00**	**$ 713,750.00**	**$ 713,750.00**

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-103

Print

RESOLUTION APPROVING AN AGREEMENT WITH BROWN AND CALDWELL, INC. FOR CONSULTANT SERVICES TO DEVELOP A WASTEWATER COLLECTION SYSTEM INVENTORY AND CONDITION ASSESSMENT, IN AN AMOUNT NOT TO EXCEED $417,344 FOR THE IDENTIFIED SCOPE OF SERVICES, PLUS $41,734 FOR ADDITIONAL SERVICES (IF NEEDED), FOR A MAXIMUM TOTAL AMOUNT OF $459,078, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the Inventory and Condition Assessment (I&CA) includes the inspection of key components of the wastewater collection system in order to identify corrosion and other structural problems, especially the condition of 16-inch and larger reinforced concrete pipe, force mains and their discharge manholes, siphons, and inspection of a lift station, as

WHEREAS, the results of this project will provide key information, in the form of specific Capital Improvement Program (CIP) projects and their costs, in the development of the City's Wastewater Master Plan, as

WHEREAS, the City's last condition assessment of the wastewater collection system was conducted in 2005 as part of the 2007 Wastewater Master Plan, as

WHEREAS, a final report will be produced in which CIP projects and associated costs will be identified along with the findings of the inspections and recommendations for future inspections, as

WHEREAS, in accordance with Administrative Directive 3.1, Selection Procedures for Professional Consultants Who Provide Architectural & Engineering Services for Capital Projects, Brown and Caldwell Inc., of Walnut Creek, was selected as the most qualified firm to perform the work for this particular project, as

WHEREAS, the I&CA is expected to be completed in approximately six months,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with Brown and Caldwell to develop a Wastewater Collection System Inventory and Condition Assessment, in an amount not to exceed $459,078.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of March, 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-104

Print

RESOLUTION AMENDING THE FISCAL YEAR 2014-2015 OPERATING BUDGET IN THE AMOUNT OF $405,375 TO BE TRANSFERRED INTO COST CENTER ACCOUNT 43600 FROM WASTEWATER FUND RESERVES IN ORDER TO FULLY FUND THE AGREEMENT WITH BROWN AND CALDWELL, INC. FOR CONSULTANT SERVICES, INCLUDING SUPPORT BY CITY STAFF, TO CONDUCT THE WASTEWATER COLLECTION SYSTEM INVENTORY AND CONDITION ASSESSMENT

WHEREAS, certain budgetary transactions are necessary in the amount of **$405,375**, in order to fund the Wastewater Collection System Inventory and Condition Assessment agreement, including support by City staff for the Wastewater Collection System Inventory and Condition Assessment, and

WHEREAS, the Fiscal Year 2014-2015 Operating Budget must be amended as shown in **Exhibit A**, which is incorporated by reference herein,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the amendment of the Fiscal Year 2014-2015 Operating Budget as shown in **Exhibit A**.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of March, 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Exhibit A

Due to the increase of estimated engineering/design/administration costs for the agreement, including support by City staff for Cost Center Account #43600 " Wastewater Inventory and Condition Assessment", the project costs need to be increased by $405,375. This would be done by adjusting Account 53300 Professional Services by $374,106, and Account 54500 Services City Forces - Interfund by $ 31,269 in Cost Center Account #43600-"Wastewater Inventory and Condition Assessment".

To fund the above account, $405,375 will be transferred from Wastewater Fund Reserves into Cost Center Account #43600 "Wastewater Inventory and Condition Assessment".

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-105

Print

RESOLUTION ADOPTING THE 2015-2018 STRATEGIC PLAN

WHEREAS, on September 28, 2010, the Council approved Resolution No. 2010-420 formally adopting the City of Modesto Strategic Plan, which was a product of the City's past visioning and planning efforts, and

WHEREAS, the needs and resources of the City have drastically changed since that time, and

WHEREAS, in July 2014, Council and staff embarked on a strategic planning process to further develop the Strategic Plan for the City, and

WHEREAS, Council and staff identified strategic commitments in the 2010 workshops that would frame the Vision and Strategic Plan for the City, and

WHEREAS, in January, November, and March 2015, Council and staff held planning workshops and gathered input from community members to refine and update the City's strategic commitments that promote a culture of service excellence for the citizens of Modesto:

1. Healthy Economy and Great Quality of Life
2. Vibrant Infrastructure and Sustainable Environment
3. Great Safe Neighborhoods
4. Effective, Responsive, and Transparent Government, and

WHEREAS, the Strategic Commitments to the community and the initiatives and performance measures that support those commitments support the statement of policy as outlined in Section 725 of the Increase Accountability in City Hall Measure (M) of 2008.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the 2015-2018 Strategic Plan, a copy of which is **attached** hereto as **Exhibit "A"** and incorporated herein by reference.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on 24th day of March, 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

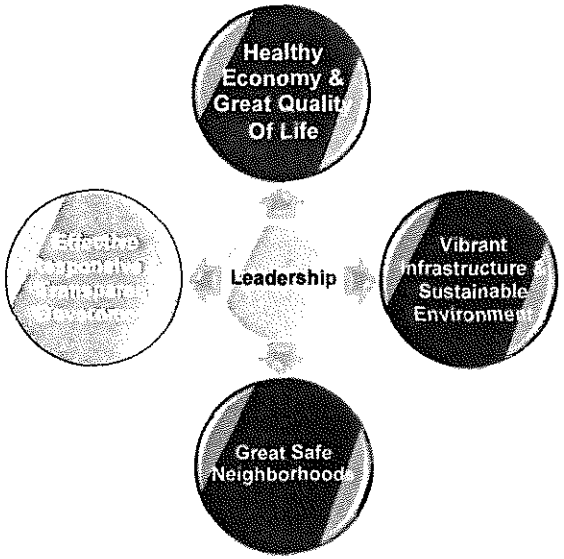
APPROVED AS TO FORM:

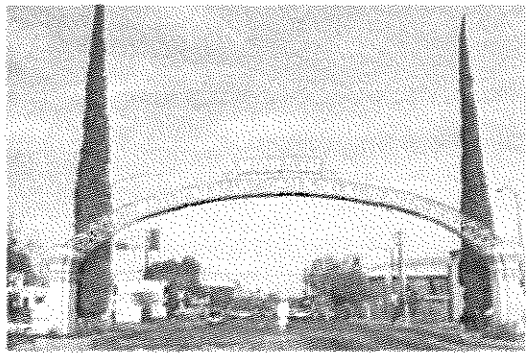
By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT "A"

CITY OF MODESTO STRATEGIC COMMITMENTS

In January, November, and March 2015, Council and staff held planning workshops to refine the strategic commitments, with input from community members, that embrace a culture of service excellence for the citizens of Modesto.





CITY OF MODESTO CALIFORNIA

1010 10th Street, Modesto, CA 95354
P.O. Box 642, Modesto, CA 95353
(209) 577-5200

CITY OF MODESTO CALIFORNIA

2015-2018

Strategic Plan Overview

2015-2018 Strategic Commitments

Healthy Economy & Great Quality Of Life

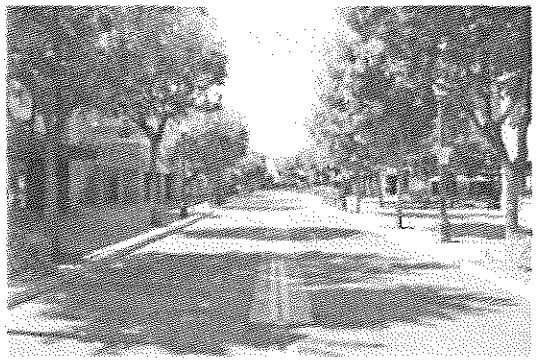
Increase the City's proactive economic development efforts by creating and preserving jobs, strengthening our economic base and enhancing the City's revenue base.

- Adopt a revised comprehensive General Plan
- Promotenew and expanding businesses through targeted incentives
- Adopt a proactive approach for bringing utilities to identified business development areas
- Leverage the airport as a regional asset to encourage economic development

Vibrant Infrastructure & Sustainable Environment

Strengthen and maintain a safe infrastructure of city roads, water supply, storm sewers, transit and airport needs for residents, businesses and visitors.

- Maintain the current (PCI) Rating
- Effectively plan and manage infrastructure assets
- Enhance regional partnerships to effectively manage all water resources in the County
- Expand alternative modes of travel and improve transportation flow
- Explore opportunities for regional cooperation and service delivery



Great Safe Neighborhoods

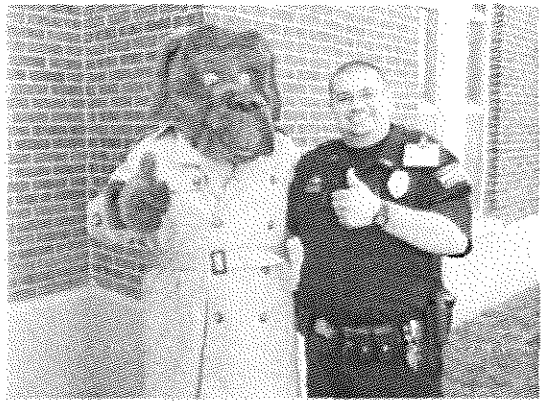
Explore new approaches to public safety, working in partnership with the community to reduce crime and maintain a safe and inviting community in which to live, work and play. Increase collaboration with neighborhoods and school district(s) to achieve quality of life improvements, and safe neighborhoods through supporting community self-reliance, problem solving and public/private partnerships.

- Explore progressive crime and fire prevention techniques
-Ensure the effective use and efficient deployment of public safety resources based on local need
Increase public safety coordination and communication among all city departments
- Grow neighborhood leadership and capacity and identify self-help strategies to strengthen neighborhoods
- Support positive youth activities and engagement
Increase public awareness of city-provided services and partnership opportunities
- Create additional strategic objective on implementing best practices (homeless; graffitti)

Effective Responsive & Transparent Government

Enhance the organizations' commitment to the 9 principles of EMBRACE IT, develop new and creative methods to leverage technology, market organizational strengths and remain dedicated to seeking efficiencies and continuous improvement.

- Enhance the marketing of City services and accomplishments
- Improve teamwork through enhanced Council, executive level, and staff communication channels
- Make Modesto an employer of choice
- Make informed decisions embracing best practices and continuous improvement
- Implement technology solutions for improved efficiency and service delivery



MODESTO CITY COUNCIL
RESOLUTION NO. 2015-106

Print

A RESOLUTION APPOINTING CARMEN MORAD TO THE CITY OF MODESTO PLANNING COMMISSION

WHEREAS, Section 1102 of the Charter of the City of Modesto authorizes the City Council to appoint members to various Boards and Commissions, and

WHEREAS, the Appointments Committee met on March 17, 2015 and recommended appointment of Carmen Morad to the Modesto Planning Commission.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Council of the City of Modesto as follows:

SECTION 1. Carmen Morad is hereby appointed to the Modesto Planning Commission with a term expiration of April 14, 2019.

SECTION 2. The City Clerk is hereby directed to transmit a copy of this resolution to the appointed member of the Modesto Planning Commission, and the Secretary thereof.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of April, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-107

Print

RESOLUTION AMENDING THE FISCAL YEAR 2014-2015 ANNUAL OPERATING AND CAPITAL IMPROVEMENT BUDGETS

WHEREAS, a financial analysis has been completed and it has been determined that a budget adjustment is required to the Annual and Capital Improvement Budgets of the City of Modesto for Fiscal Year 2014-2015,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2014-2015 Annual Operating and Capital Improvement budgets as shown in **Exhibit A**, which is **attached** hereto and incorporated by reference herein.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to take the necessary steps to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of April, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following votes:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT A

FISCAL YEAR 2014-15

PUBLIC WORKS

The City of Modesto has been awarded a new grant from the State of California, Used Oil Payment Program #5. A budget adjustment is necessary to establish a revenue budget, and create the expense budget for salaries, residential-curbside motor oil collection, advertising, public education materials and used oil filter collection, both in the amount of $57,248.

POLICE DEPARTMENT

A budget adjustment is necessary to establish a new non-capital project for the Organized Crime Drug Enforcement Task Forces (OCDETF) Operations in the amount of $40,000. This budget adjustment will establish both the revenue and expense budgets for this project with $25,000 funding overtime expenses and $15,000 funding tools and field supplies authorized for reimbursement per this agreement with the United States Department of Justice.

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-108

Print

RESOLUTION APPROVING THE ESTABLISHMENT OF A NEW MULTI-YEAR ACCOUNT FOR $415,000 OF THE ONE-TIME MONEY TO BE USED FOR EMERGENCY POWER, DEFERRED MAINTENANCE AND REPAIRS THROUGHOUT MODESTO FIRE DEPARTMENT AND AUTHORIZING THE PURCHASING MANAGER TO ISSUE PURCHASE ORDERS FOR EMERGENCY POWER, AND DEFERRED MAINTENANCE AND REPAIRS FOR THE MODESTO FIRE DEPARTMENT'S ELEVEN (11) FIRE STATIONS, FOR AN ESTIMATED ANNUAL COST NOT TO EXCEED $415,000

WHEREAS, in Fiscal Year 2013/14 there were savings in the annual operating budget at the end of the fiscal year, and

WHEREAS, the City of Modesto Council has allocated $415,000 of the savings towards emergency power needs, deferred maintenance and repairs at our Fire Stations, and

WHEREAS, with the downturn of the economy and the formation of the Modesto Regional Fire Authority, maintenance of Modesto's Fire Stations has been deferred for the past several years, and

WHEREAS, this deferral of maintenance has now reached critical levels and major repairs are needed in one category or another at most stations, and

WHEREAS, the average age of our stations is approximately 39 years with our oldest being Station 1 at 75 years of age and while the crews that reside in the stations have done a lot of general maintenance upkeep, very little money has been invested in the stations over the years by the organization.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the establishment of a new of a new multi-year account for $415,000 of the one-time money to be used for emergency power, deferred maintenance

and repairs throughout the Modesto Fire Department and authorizing the Purchasing Manager to issue purchase orders for emergency power, and deferred maintenance and repairs for the Modesto Fire Department's elven (11) Fire Stations, for an estimated annual cost not to exceed $415,000.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of April, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-109

Print

RESOLUTION AMENDING THE FY2014-2015 CAPITAL IMPROVEMENT PROGRAM BUDGET AND APPROVING THE APPROPRIATION OF $100,000 FROM THE GENERAL FUND TO THE PARK PARTNER CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECT #100300 TO FUND VARIOUS PARK PARTNER PROJECTS

WHEREAS, the City of Modesto originally created the Park Partner program in 2000 as a way to partner with volunteers to improve the City's parks and park facilities, and

WHEREAS, the city is currently working on two (2) park improvement projects with community volunteers, Wesson Ranch Playground Improvement and Mancini Bowl Bench Improvement, and

WHEREAS, these projects are currently underfunded by the City, and

WHEREAS, the City Council identified seven (7) items to receive funding as "Deferred Maintenance and Investment Opportunities" at their February 10, 2015 workshop, and

WHEREAS, the Park Partner program was identified as one of the opportunities to be funded, with a proposed allocation of $100,000 in funds for this project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the fiscal year 2014-2015 Capital Improvement Program Budget to adjust the expense and revenue categories within the project account and authorizes the Finance Director, or her designee, to take the necessary steps to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of April, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-110

Print

A RESOLUTION ACCEPTING A BRENDEN MANN FOUNDATION GRANT TOTALING $50,000 TO PROVIDE FUNDING FOR DOWNTOWN FOOT, BIKE, AND WHEN APPROPRIATE, EQUESTRIAN PATROLS; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE NECESSARY GRANT DOCUMENTS

WHEREAS, the Modesto Police Department applied and was awarded a Brenden Mann Foundation grant totaling $50,000, and

WHEREAS, this funding will offset the costs of providing Police Officer Bike/Foot/Equestrian Patrols of a nine-block section in the heart of downtown Modesto, and

WHEREAS, the Police Department believes it is making progress in working with businesses in the area to mitigate crime and criminal behavior, and creating a sense of security in those who frequent the downtown entertainment venues and services, and

WHEREAS, the Modesto Police Department, in partnership with the Brenden Mann Foundation, wants to create a "hospitality zone", wherein people feel welcome and safe in the Downtown, and

WHEREAS, funds received will be used to pay for overtime staffing costs ($47,000) for the Police Officers patrolling on bicycles, on foot and when appropriate on horseback with a potion of the funds utilized for bicycle repair and replacement costs ($3,000) for a total of $50,000 as shown in **Exhibit** A,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts a Brenden Mann Foundation grant totaling $50,000 to provide funding for Downtown Foot, Bike, and when appropriate, Equestrian Patrols,

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the necessary grant documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of April, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Exhibit A

The Brenden Mann Foundation grant allocation for Fiscal Year 2014/2015 will be applied to:

Revenues:	**Increase/(Decrease)**	**Description**
To:		
MY-1340-19998-42503-100877	$ 50,000	Brenden Mann Foundation Grant
TOTAL:	**$ 50,000**	

Expenses:

From:		
MY-100877- Appr Unit A-51200	$ 47,000	Overtime
MY-100877-Appr Unit C-52300	$ 3,000	Tools & Field Supplies
TOTAL	**$50,000**	

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-111

A RESOLUTION AMENDING THE 2014/2015 MULTI-YEAR OPERATING BUDGET TO APPROPRIATE REVENUES AND EXPENDITURES OF $50,000 FROM A BRENDEN MANN FOUNDATION GRANT TO PROVIDE FUNDING FOR DOWNTOWN BIKE, FOOT, AND WHEN APPROPRIATE, EQUESTRIAN PATROLS; AND AUTHORIZING THE FINANCE DIRECTOR, OR HER DESIGNEE, TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

WHEREAS, the Modesto Police Department applied and was awarded a Brenden Mann Foundation grant totaling $50,000, and

WHEREAS, this funding will offset the costs of providing Police Officer Bike/Foot/Equestrian Patrols of a nine-block section in the heart of downtown Modesto, and

WHEREAS, the Police Department believes it is making progress in working with businesses in the area to mitigate crime and criminal behavior, and creating a sense of security in those who frequent the downtown entertainment venues and services, and

WHEREAS, the Modesto Police Department, in partnership with the Brenden Mann Foundation, wants to create a "hospitality zone", wherein people feel welcome and safe in the Downtown, and

WHEREAS, funds received will be used to pay for overtime staffing costs ($47,000) for the Police Officers patrolling on bicycles, on foot and when appropriate on horseback with a potion of the funds utilized for bicycle repair and replacement costs ($3,000) for a total of $50,000 as shown in **Exhibit** A,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the 2014/2015 Multi-Year Operating Budget is hereby amended as shown in the **attached Exhibit** A, which is incorporated by reference herein.

BE IT FURTHER RESOLVED that the Finance Director, or her designee, is hereby authorized to take the necessary steps to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of April, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Exhibit A

The Brenden Mann Foundation grant allocation for Fiscal Year 2014/2015 will be applied to:

Revenues:	**Increase/(Decrease)**	**Description**
To:		
MY-1340-19998-42503-100877	$ 50,000	Brenden Mann Foundation Grant
TOTAL:	**$ 50,000**	

Expenses:

From:		
MY-100877- Appr Unit A-51200	$ 47,000	Overtime
MY-100877-Appr Unit C-52300	$ 3,000	Tools & Field Supplies
TOTAL	**$50,000**	

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-112

Print

RESOLUTION APPROVING THE CITY OF MODESTO SPONSORSHIP OF THE 2015 CINCO DE MAYO PARADE, INCLUDING THE WAIVER OF CITY PERMIT FEES, POLICE OVERTIME COSTS, AND VEHICLE FEE EXPENSES INCURRED BY THE CITY OF MODESTO POLICE DEPARTMENT, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ANY DOCUMENTS NECESSARY RELATED TO THE SPONSORSHIP

WHEREAS, the annual Cinco de Mayo Parade on Crows Landing Road is a tradition for families living in the Crows Landing Road area as well as all residents of Modesto and Stanislaus County; and

WHEREAS, the Parade first started in 2003 through the efforts of local non-profit groups with approximately 20 entries and 3,000 spectators; and

WHEREAS, in 2010, the non-profit organization, South Modesto Businesses United, began managing the Cinco de Mayo Parade, expanding it to over 60 entries and 12,000+ spectators; and

WHEREAS, this event brings the community together to celebrate the history and culture of Mexico and also has a growing economic benefit to businesses located on Crows Landing Road; and

WHEREAS, there are additional economic benefits for all the businesses that provide goods and services for the parade itself; and

WHEREAS, staff is requesting the City Council approval to sponsor the 2015 Cinco de Mayo Parade; and

WHEREAS, the sponsorship will include the waiver of the City permit fees, Police Department overtime costs, and vehicle fee expenses to provide public safety coverage for this event; and

WHEREAS, Police Explorers and Police Volunteers will also be used, at no cost, to provide the necessary staffing needed for this event; and

WHEREAS, the total expense to the City of Modesto to sponsor the 2015 Cinco de Mayo Parade is approximately $7,096.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the City of Modesto sponsorship for the 2015 Cinco de Mayo Parade including the waiver of City permit fees, overtime costs, and vehicle fee expenses incurred by the City of Modesto Police Department, for a total cost of approximately $7,096.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the necessary documents related to the sponsorship.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of April, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-113

RESOLUTION APPROVING GRANT APPLICATIONS TO THE CALIFORNIA DEPARTMENT OF RESOURCES, RECYCLING AND RECOVERY (CALRECYCLE) FOR ALL LOCAL GOVERNMENT WASTE TIRE ENFORCEMENT GRANTS, ACCEPTING GRANT AWARDS, AMENDING THE ANNUAL BUDGET, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL GRANT RELATED DOCUMENTS

THIS RESOLUTION WAS RESCINDED BY MODESTO CITY COUNCIL RESOLUTION NO. 2020-149 ON APRIL 07, 2020

WHEREAS, Public Resources Code sections 40000 et seq. authorizes the Department of Resources Recycling and Recovery (CalRecycle), formerly known as the California Integrated Waste Management Board, to administer various Grant Programs (grants) in furtherance of the state of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment, and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants, and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED the Council of the City of Modesto authorizes the submittal of application(s) to CalRecycle for Local Government Waste Tire Enforcement Grants for which the City of Modesto is eligible.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized and empowered to execute in the name of the City of Modesto all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant

project.

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this resolution.

BE IT FURTHER RESOLVED to amend the current budget to reflect increases in revenue from grant awards.

BE IT FURTHER RESOLVED that this resolution shall remain in full force and effect for five years from the date of adoption.

BE IT FURTHER RESOLVED that Resolution No. 2010-109 is hereby rescinded.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of April, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-114

RESOLUTION APPROVING AN AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (KHA) TO PROVIDE DESIGN, CONSTRUCTION, ENGINEERING AND PROGRAM MANAGEMENT FOR VARIOUS AIRPORT CAPITAL IMPROVEMENT PROJECTS FOR A PERIOD OF FIVE (5) YEARS

WHEREAS, the City has approved numerous Airport Capital Improvement Plan (ACIP) projects planned over approximately the next five (5) years at the Modesto City-County Airport, and

WHEREAS, skilled airport engineering, design, construction and inspection assistance will be required to move forward with those projects, and

WHEREAS, on August 18, 2014, the City solicited professional services for an airport consulting engineer to provide airport engineering, design, construction management and inspection, and

WHEREAS, KHA has proposed an agreement to provide design and planning services for various Airport Capital Improvement Projects at the Modesto City-County Airport, and

WHEREAS, KHA has been selected as the most qualified and responsible consultant to perform consulting, engineering, planning, design and construction for the Airport, and

WHEREAS, the Modesto City County airport is part of the Federal airport system, and eligible to submit applications for Federal Grant Funding, and

WHEREAS, each year the City is eligible for entitlement and discretionary funds from the Airport Improvement Program (AIP), and

WHEREAS, funded projects will be brought to the City Council for approval as FAA Grant funds are made available for selected projects.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with Kimley-Horn & Associates, Inc. to provide design construction, engineering and program management for various Airport Capital Improvement Projects for a period of five years, and

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of April, 2015, by Councilmember Lopez who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-115

Print

RESOLUTION APPROVING A FIVE-YEAR LEASE AGREEMENT WITH SONI AVIATION, LLC (SONI) AS A FIXED BASE OPERATOR AT THE MODESTO CITY-COUNTY AIRPORT (MOD), AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the Airport Hangar No. 2, is one of the older aircraft storage hangars at the Modesto City-County Airport, and

WHEREAS, Soni Aviation seeks to lease all of Airport Hangar No. 2 for use as an aircraft maintenance facility, and

WHEREAS, Soni Aviation submitted a lease request package containing financial information and references for review and was determined to be a business that would be suitable for Hangar No. 2, and

WHEREAS, the lease agreement is expected to provide revenues of approximately $15,708 annually in rents to the Airport Enterprise Fund Account No. 4310-53312-43887, and

WHEREAS, Soni Aviation will be responsible for stipulated tenant improvements as defined in the lease agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Airport Lease Agreement between the City of Modesto and Soni Aviation, LLC for the use of Hangar No. 2.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of April, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-116

Print

RESOLUTION APPROVING ADJUSTMENTS TO THE MAXIMUM RATE SCHEDULE FOR CITY RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL SOLID WASTE COLLECTION SERVICES, TO BECOME EFFECTIVE APRIL 1, 2015, TO REFLECT CHANGES IN THE FUEL COST, AND RESCINDING RESOLUTION NO. 2014-207

WHEREAS, with the adoption of Ordinance No. 3068-C.S. in November of 1997, the City no longer sets rates for the collection of garbage in Modesto, and instead performs a comprehensive review of cost information submitted by the contract garbage haulers, and

WHEREAS, the City sets a maximum rate that the haulers may charge for the various types of services provided under the contracts based on cost data provided by the lowest cost hauler, and

WHEREAS, Section f (2) of the City's Service Agreements with its solid waste collectors requires that when the City makes adjustments to the collection services provided under the Agreements, any additional costs should be covered by adjustments to the maximum rates, and

WHEREAS, in addition, maximum rates for solid waste collection services are reviewed annually as requested by the City's garbage collection companies, and

WHEREAS, the City conducted an analysis using the audited financial statements provided by the garbage haulers, supplemental data provided by the garbage haulers, and fuel price information and forecast prices developed by the United States Department of Energy, and

RESCINDED
JUL 12 2016
THIS RESOLUTION WAS RESCINDED BY MODESTO CITY COUNCIL RESOLUTION NO. 2016-307

WHEREAS, new maximum rates were calculated, and a recommendation for a new maximum rate schedule was developed, which included a recommendation that quarterly adjustments to the fuel component of the maximum rates be made, and

WHEREAS, a report dated March 24, 2015 from the Public Works Department, Solid Waste Division, a copy of which is on file in the office of the City Clerk, sets forth said recommendations, and

WHEREAS, it was found and determined by the Council of the City of Modesto that the existing schedules of rates and charges for garbage service in the City of Modesto should be revised as recommended, and that quarterly adjustments to the fuel component of the maximum rates should be made, and

WHEREAS, staff has adjusted the fuel component of the maximum rates and has incorporated the fuel component adjustment into the schedule of Maximum Charges for Garbage Service **attached** hereto, marked **Exhibit** "1" and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the adjustments to the Maximum Charges for Garbage Service as **attached** hereto, marked **Exhibit** "1" and incorporated herein by reference. Said Maximum Charges for Garbage Service includes twice-a-year bulky item pickup for residential customers and all other residential services as stipulated in the Service Agreements and shall become effective April 1, 2015, and shall remain in effect until revised by Council.

BE IT FURTHER RESOLVED that any person who has prepaid garbage service charges for residential garbage service shall be entitled to receive garbage service for the balance of said prepaid period at the prepaid rates.

BE IT FURTHER RESOLVED that Resolution No. 2014-207 is hereby rescinded effective April 1, 2015.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of April, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: _____
ADAM U. LINDGREN, City Attorney

MAXIMUM CHARGES FOR GARBAGE SERVICE

STANDARD CONTAINERS

Maximum Monthly Rates
(Once a Week Pickup Service)

Standard container service maximum rates shall include the following:

- One, 96-gallon container for garbage
- One, 96-gallon container for green waste, food, paper, and other organics
- Countertop container for kitchen scraps
- Two bulky item collections per year by appointment
- Green Waste/Forestry materials collection and composting

Standard container service customers may opt for smaller containers; however, maximum rates apply. Containers must be placed in a location set forth in Section 5-5.111 of the Municipal Code.

1. Standard container service –

a. The maximum rate for new sign-ups for service or changes in service that occur after July 1, 1996, shall be **$28.90 per month** regardless of size of container. A fuel component of $1.20 per month is included in the maximum rate for the quarter beginning April 1, 2015 and ending June 30, 2015. The fuel component may be adjusted quarterly.
b. The maximum rate for each additional garbage container shall be **$21.44 per month, and $10.27 per month** for each additional green waste container.

2. 60-gallon container service (grandfathered customers) –

a. The maximum rate for customers with 60-gallon containers who subscribed to service at an address prior to July 1, 1996 and who have not changed their service address shall be **$24.14 per month**. A fuel component of $1.20 per month is included in the maximum rate for the quarter beginning April 1, 2015 and ending June 30, 2015. The fuel component may be adjusted quarterly.
b. The maximum rate for each additional 60-gallon garbage container shall be **$20.90 per month.**

3. Fuel Component adjustments - The fuel component shall be analyzed quarterly and adjustments shall be made as necessary. The adjustment shall be based on the average price of fuel for a preceding quarter as follows: July 1/January-March; October 1/April-June; January 1/July-September; April 1/October-December. Average prices shall be determined based on published prices for California from the Department of Energy, Energy Information Agency.

DETACHABLE CONTAINERS
Maximum Monthly Rates

Container Size	Regular Container Maximum Rates NUMBER OF COLLECTIONS PER WEEK					
	1	2	3	4	5	6
1 CY	$36.21	$72.42	$108.63	$144.84	$181.05	$217.26
2 CY	$72.42	$144.84	$217.26	$289.68	$362.10	$434.52
3 CY	$108.63	$217.26	$325.89	$434.52	$543.15	$651.78
4 CY	$144.84	$289.68	$434.52	$579.36	$724.20	$869.04
5 CY	$181.05	$362.10	$543.15	$724.20	$905.25	$1,086.30
6 CY	$217.26	$434.52	$651.78	$869.04	$1,086.30	$1,303.56

Container Size	FORK Participants Container Maximum Rates NUMBER OF COLLECTIONS PER WEEK					
	1	2	3	4	5	6
2 CY	$54.32	$108.63	$162.95	$217.26	$271.58	$325.89
3 CY	$81.47	$162.95	$244.42	$325.89	$407.36	$488.84
4 CY	$108.63	$217.26	$325.89	$434.52	$543.15	$651.78
5 CY	$135.79	$271.58	$407.36	$543.15	$678.94	$814.73
6 CY	$162.95	$325.89	$488.84	$651.78	$814.73	$977.67
90-gallon	$21.68	$43.35	$65.03	$86.70	$108.38	$130.05

1. **Weekly rental/Detachable Containers** - Shall not exceed the rate for 1 pickup per week for each size container.

2. **Fuel Component** - A fuel component of $1.04 per cubic yard per month ($0.26 per cubic yard) for a 1 cubic yard container collected once a week is included in the maximum rate for the quarter beginning April 1, 2015 and ending June 30, 2015. The fuel component shall be analyzed quarterly and adjustments shall be made as necessary. The adjustment shall be based on the average price of fuel for a preceding quarter as follows: July 1/January-March; October/April-June; January 1/July-September; April 1/October-December. Average prices shall be determined based on published prices for California from the Department of Energy.

DROP BOX CONTAINERS

1. **Pick up charge** - $248.22 per pick up
2. **Rental** - $0.85 per day up to 7 day maximum rental
   - $3.00 per day for boxes kept 7 or more days without servicing
   - $10.00 per day for boxes kept 21 or more days without servicing
3. **Disposal charge** - Actual charge to be paid by customer. Garbage company will provide up to 40 CY Drop Box containers for above stated charges subject only to load limit of transfer vehicle. An AB 939 Green Waste Diversion Fee of $14 per ton will be added to the disposal charges.

COMPACTORS

Front Loader Type:

Compactor Rates						
Container Size	NUMBER OF COLLECTIONS PER WEEK					
	1	2	3	4	5	6
3 CY	$325.89	$651.78	$977.67	$1,303.56	$1,629.45	$1,955.34
4 CY	$434.52	$869.04	$1,303.56	$1,738.08	$2,172.60	$2,607.12
6 CY	$651.78	$1,303.56	$1,955.34	$2,607.12	$3,258.90	$3,910.68

Roll-Off Types:

1. 6 CY to 40 CY	$248.22 per pickup
2. Medical waste compactors	$265.00 per pickup
3. Washing compactor	$30.00
4. Disposal Charge:	Actual charge to be paid by customer
5. AB 939 Green Waste Diversion Fee	$14.00 per ton

EXTRA PICKUPS

1. Standard containers or equivalent	$3.50 plus $2.30/container
2. Detachable containers	$12.00 plus $4.15/cubic yard

SPECIAL SERVICE CONDITIONS

In situations where none of the above maximum rates reasonably apply, the cost of service is to be negotiated between the garbage company and the customer.

DETACHABLE CONTAINER ONLY REPLACEMENT AND CLEANING SERVICE

1 CY	1½ CY	2 CY	3 CY	4 CY	5 CY	6 CY
$10.12	$11.00	$12.10	$15.40	$20.24	$25.08	$29.92

NOTATIONS

1. The above maximum rates include a $0.25 per month residential recycling fee; a $0.05 per cubic yard ($0.22/cubic yard/month) commercial recycling fee; and a $5.00 per pull ($0.25 per ton) industrial recycling fee; a $0.05 per cubic yard ($0.22/cubic yard/month) commercial litter abatement fee.
2. The above residential maximum rates include a $4.00 per month per household AB 939 Green Waste Diversion Fee.
3. The above commercial bin and front-loader compactor maximum rates include an AB 939 Green Waste Diversion Fee of $7.79 per yard/month.
4. Carpenter Road Landfill Mitigation Fees for residential and commercial wastes have been suspended for this maximum rate cycle. Carpenter Road Landfill Mitigation fees on Industrial wastes shall be $5.00 per pull on industrial wastes.
5. Pursuant to Section 11-6.16(c)(2) of the Modesto Municipal Code, the garbage company may require a deposit equivalent to two (2) months service charge from customers prior to beginning service. The deposit will be credited back to the customer after 18 months under specified conditions.

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-117

Print

RESOLUTION APPROVING AN AGREEMENT TO ENTER AND CONSTRUCT IMPROVEMENTS WITH PROPERTY OWNED BY SYLVAN UNION SCHOOL DISTRICT, LOCATED AT 2701 KODIAK DRIVE (APN: 077-009-042), FOR THE CONGESTION MITIGATION AIR QUALITY (CMAQ) MANAGEMENT CML 5059 (206) – ROUNDABOUT IMPROVEMENTS AT THE INTERSECTION OF KODIAK DRIVE AT LINCOLN OAK DRIVE PROJECT, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS

WHEREAS, the Congestion Mitigation Air Quality (CMAQ) Management CML 5059 (206) – Roundabout Improvements at the Intersection of Kodiak Drive at Lincoln Oak Drive Project involves the construction of a new roundabout at the intersection of Kodiak Drive at Lincoln Oak Drive and,

WHEREAS, the City of Modesto desires to construct a portion of the required improvements for the roundabout at 2701 Kodiak Drive (APN 077-009-042) owned by Sylvan Union School District and,

WHEREAS, Caltrans determined this project to be a categorical exclusion pursuant to the National Environmental Policy Act (NEPA) and all other applicable federal environmental law, regulations and executive orders on May 27, 2014 and,

WHEREAS, the project is consistent and is conformance to the General Plan Master E.I.R. and no additional California Environmental Quality Act clearance is needed and,

WHEREAS, the City requires an Agreement to Enter and Construct Improvements prior to allowing construction on subject property and,

WHEREAS, the City Council of Modesto directed staff to present Agreement to Enter and Construct Improvements to the landowner to construct improvements on subject property as required for the project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Agreement to Enter and Construct located at 2701 Kodiak Drive (APN 077-009-042) owned by Sylvan Union School District.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Agreement and all related documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of April, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-118

Print

RESOLUTION APPROVING AN AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR FINAL DESIGN REPORT FOR RIVER TRUNK REHABILITATION AND CANNERY SEGREGATION DIVERSION STRUCTURES, IN AN AMOUNT NOT TO EXCEED $339,892 FOR THE IDENTIFIED SCOPE OF SERVICES, PLUS $33,989 FOR ADDITIONAL SERVICES (IF NEEDED), FOR A MAXIMUM TOTAL AMOUNT OF $373,881, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, on October 31, 2014, Gallo representatives notified City staff of a sink hole revealing a collapse to the River Trunk, and

WHEREAS, City Wastewater Collections crew repaired the broken portion of the trunk and inspected the line for additional corrosion damage, and

WHEREAS, the line from Santa Cruz Avenue to Santa Ana Avenue was inspected and appeared to be intact; however, immediate rehabilitation of the trunk is needed to prevent any further damage, and

WHEREAS, the purpose of this project is to rehabilitate this section of the River Trunk between Santa Cruz Avenue and the Beard Brook Siphon junction structure, located at the Gallo facility, and

WHEREAS, this section of the River Trunk consists of 2,160 feet of 45 to 60-inch unlined reinforced concrete pipe (RCP, and

WHEREAS, the pipeline will be rehabilitated by installing "slip-lining" (insertion of a new plastic pipe) or cured-in-place pipe (CIPP) lining, and

WHEREAS, the goal of the project is to restore the structural integrity of the pipeline and provide a plastic lining that will resist future corrosion, and

WHEREAS, additionally, to provide reliability to the River Trunk and Cannery Segregation Trunk (Can-Seg Trunk), diversion structures are needed to allow the bypass of flows in the event one of these trunks experiences a failure, and

WHEREAS, the diversion structures will allow flow to be redirected to one of the trunks to maintain service while repairs can be made, and

WHEREAS, Carollo Engineers, Inc. (Carollo) is currently working on the preliminary design of the River Trunk Realignment project that spans from the Sutter Plant to the Gallo facility, and

WHEREAS, considering Carollo's involvement with this project and its familiarity with the hydraulics associated with both the River Trunk and Can-Seg Trunk, and also with the Gallo facility, staff recommends approval of an agreement with Carollo for Final Design Report for the River Trunk Rehabilitation and Cannery Segregation Diversion Structures projects.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with Carollo Engineers, Inc. to prepare the Final Design Report for River Trunk Rehabilitation and Diversion Structures projects in an amount not to exceed $339,892 for the identified scope of services, plus $33,989 for additional services (if needed), for a maximum total amount of $373,881.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of April, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-119

Print

RESOLUTION AMENDING THE FISCAL YEAR 2014-2015 CIP BUDGET IN THE AMOUNT OF $115,000 TO BE TRANSFERRED INTO CIP ACCOUNT 100791 FROM WASTEWATER FUND RESERVES IN ORDER TO FULLY FUND THE AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR THE FINAL DESIGN REPORT FOR RIVER TRUNK REHABILITATION AND CANNERY SEGREGATION DIVERSION STRUCTURES, INCLUDING SUPPORT BY CITY STAFF

WHEREAS, certain budgetary transactions are necessary in the amount of $115,000, in order to fund the Final Design Report agreement, including support by City staff for the River Trunk Rehabilitation and Cannery Segregation Diversion Structures projects, and

WHEREAS, the Fiscal Year 2014-2015 Capital Improvement Program Budget must be amended as shown in **Exhibit A**, which is incorporated by reference herein,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the amendment of the Fiscal Year 2014-2015 Capital Improvement Program Budget as shown in **Exhibit A**.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of April, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Exhibit A

Due to the increase of estimated engineering/design/administration costs for the agreement, including support by City staff for CIP Account #100791-"River Trunk Rehabilitation", the project costs need to be increased by $115,000. This would be done by adjusting Engineering/Design/Administration (EDA) in CIP Account #100791-"River Trunk Rehabilitation" by $115,000.

To fund the above account, $115,000 will be transferred from Wastewater Fund Reserves into CIP Project #100791-"River Trunk Rehabilitation" project.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-120

RESOLUTION APPROVING AN AGREEMENT WITH DAVID KEITH TODD CONSULTING ENGINEERS, INC., DBA TODD GROUNDWATER (TODD GROUNDWATER) FOR CONSULTANT SERVICES TO DEVELOP A GROUNDWATER CHARACTERIZATION AND RECHARGE STUDY, IN AN AMOUNT NOT TO EXCEED $158,444, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the cities of Modesto, Riverbank, Oakdale, the Modesto Irrigation District (MID), the Oakdale Irrigation District (OID), and Stanislaus County formed the Stanislaus and Tuolumne Rivers Groundwater Basin Association (STRGBA) to oversee and coordinate groundwater management activities in the Modesto Groundwater Subbasin, as

WHEREAS, on May 22, 2012, by Resolution No. 2012-179, the City Council authorized the City Manager to apply for the Proposition 84 Local Groundwater Assistance Program Grant, and execute all subsequent documents, as

WHEREAS, the City of Modesto received a grant award of $158,444 from DWR, on behalf of the STRGBA, to conduct a Groundwater Characterization and Recharge Study, as

WHEREAS, the primary objective of the study is to determine the suitability of implementing an Aquifer Storage and Recovery (ASR) program within a portion of the Subbasin, as

WHEREAS, the study involves data collection and analysis needed to establish current groundwater conditions, and to evaluate the locations and means by which certain aquifers may possibly be actively recharged, as

WHEREAS, in accordance with Administrative Directive 3.1, Selection Procedures for Professional Consultants Who Provide Architectural & Engineering Services for Capital Projects, and after subsequent Request for Qualifications and Request for Proposals processes, Todd Groundwater of Alameda, CA, was determined to be the most qualified firm to conduct the study, as

WHEREAS, staff recommends approving the Agreement with Todd Groundwater for Consultant Services to develop a Groundwater Characterization and Recharge Study,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with David Keith Todd Consulting Engineers, Inc., dba Todd Groundwater (Todd Groundwater) for Consultant Services to develop a Groundwater Characterization and Recharge Study, in an amount not to exceed $158,444.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of April, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Original with Kathy Espinoza for Council Signatures

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-121

RESOLUTION SUPPORTING ASSEMBLY BILL 1242 IN AN EFFORT TO PROTECT OUR LOCAL ECONOMY, PUBLIC HEALTH, DRINKING WATER, AND WAY OF LIFE

WHEREAS, California is currently entering the fourth consecutive year of drought conditions and most of the state, including the watershed that provides the City of Modesto's water supply, is experiencing exceptional drought conditions; and

WHEREAS, the State Water Resources Control Board (SWRCB) is planning to issue an updated Substitute Environmental Document for the Bay-Delta Program in the near future; and

WHEREAS, as presently drafted, the SWRCB's plan undermines efforts to secure groundwater sustainability, is unequal in application, and will significantly distress California's most disadvantaged economic region; and

WHEREAS, the SWRCB's proposal will devastate the groundwater basins in the Central Valley by reducing surface water recharge opportunities and eliminating surface water deliveries to domestic and agricultural water users; and

WHEREAS, this one decision will have a greater impact on our economy, public health, drinking water, and way of life than any other single issue confronting the legislature; and

WHEREAS, it's been estimated that the proposed 35% increase in unimpaired flows would cost our area at minimum 350,000 acre-feet of water every year; and

WHEREAS, irrigation water is an essential component of groundwater in our basins; and

WHEREAS, it's ironic that after the state's groundbreaking adoption of groundwater sustainability law, the state agency responsible for water resources is proposing to devastate basins in the region where groundwater management will be the most difficult; and

WHEREAS, the SWRCB has also been authorized to monitor and impose groundwater sustainability plans in all of the endangered groundwater basins, and with this drastic reduction of available irrigation water, it will be impossible for our area to reach true groundwater sustainability; and

WHEREAS, Assembly Bill 1242 requires that the SWRCB mitigate the adverse impact of any new water quality control plan affecting the groundwater basins because of any increase in flows from our local rivers or the plan cannot be implemented, and also prohibits adoption of any plan with adverse impacts that cannot be sufficiently mitigated.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves supporting Assembly Bill 1242 in an effort to protect our local economy, public health, drinking water, and way of life, as shown in **Exhibit** A.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of April, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Zoslocki, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT A

City of Modesto Council support of Assembly Bill 1242:

GARRAD MARSH, MAYOR

JOHN GUNDERSON, VICE MAYOR

DAVE COGDILL, COUNCIL MEMBER

JENNY KENOYER, COUNCILMEMBER

DAVE LOPEZ, COUNCIL MEMBER

TONY MADRIGAL, COUNCIL MEMBER

BILL ZOSLOCKI, COUNCIL MEMBER

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-122

Print

RESOLUTION APPROVING THE CONVERSION OF COLLEGE AVENUE BETWEEN NEEDHAM AVENUE AND BRIGGSMORE AVENUE FROM A FOUR LANE FACILITY TO A THREE LANE FACILITY WITH BICYCLE LANES AND ACCEPTING THE REPORT PREPARED BY FEHR & PEERS

WHEREAS, on April 1, 2014, City Council approved a pavement and bicycle facility rehabilitation project which will rehabilitate the pavement and improve bicycle facilities on numerous street segments, and

WHEREAS, one of the street segments included in this project is College Avenue between Needham Avenue and Briggsmore Avenue, and

WHEREAS, staff is always looking for innovative methods for improving our constrained circulation system and proposes a "road diet" on College Avenue between Needham Avenue and Briggsmore Avenue, and

WHEREAS, the proposed "road diet" would reduce the number of travel lanes from four lanes to two through lanes plus one, two-way left turn lane and will include the installation of bicycle lanes, and

WHEREAS, on September 8, 2014, the Safety and Communities Committee accepted a report on the proposed College Avenue "road diet" and requested staff provide a traffic study, and

WHEREAS, staff contracted with Fehr & Peers to perform the requested traffic study which analyzed the impacts of the proposed "road diet" on College Avenue, and

WHEREAS, the report was completed in late January and concluded that the College Avenue is an ideal road diet candidate,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it approves the conversion of College Avenue between Needham Avenue and Briggsmore Avenue from a four lane facility to a three lane facility with bicycle lanes.

BE IT FURTHER RESOLVED that the Council accepts the report prepared by Fehr & Peers.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of April, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Gunderson, Kenoyer, Lopez, Madrigal, Mayor Marsh
NOES:	Councilmembers:	Zoslocki
ABSENT:	Councilmembers:	Cogdill

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-123

Print

RESOLUTION APPROVING DESIGNATION OF ALL SURPLUS REVENUE FROM THE COURTHOUSE PROPERTIES MULTI-YEAR OPERATING BUDGET FOR THE DOWNTOWN ECONOMIC DEVELOPMENT PROGRAM

WHEREAS, on December 23, 2014, the City closed escrow on the sale of properties, located between 9th and 10th Streets and G and H Streets, to the State of California Judicial Council for the future Courthouse, and

WHEREAS the net proceeds at the time of closing totaled $285,751.60, and

WHEREAS, as part of the agreement with the State, the City entered into a Master Lease Agreement wherein the City will manage the properties through December 31, 2015, and

WHEREAS, the City has been collecting rents from tenants and paying the usual expenses necessary for property management, and

WHEREAS, overall revenues are expected to exceed expenditures and a budget will be submitted for the upcoming fiscal year, and

WHEREAS, the intent of this action is to set aside these funds for economic development purposes for Downtown Modesto to stimulate vitality and investment which may include enhancements such as the Economic Incentives Program, providing streetscape improvements, funding project plans and matching funds to leverage grants, endowments and private investment opportunities, and

WHEREAS, a renaissance in Downtown Modesto is only possible through a collaborative public/private partnership and these funds can help fuel this endeavor, and

WHEREAS, this motion was unanimously approved by the Finance Committee at the March 23, 2015 meeting and was recommended to be forwarded to the City Council for approval.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto, that it hereby approves the plan to designate all surplus revenue from the courthouse properties multi-year operating budget for the downtown economic development program.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 28th day of April, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-124

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MODESTO AUTHORIZING (I) THE REFINANCING OF THE CITY'S CURRENT SECTION 108 LOAN WITH HUD IN THE PRINCIPAL AMOUNT OF $2,789,000, (II) THE EXECUTION AND DELIVERY OF A NEW PROMISSORY NOTE AND CONTRACT FOR LOAN GUARANTEE ASSISTANCE, AND (III) THE EXECUTION OF NECESSARY DOCUMENTS AND RELATED ACTIONS

WHEREAS, the City Council of the City of Modesto (Council) on June 25th, 2003 approved borrowing $4.5 million from the Department of Housing and Urban Development (HUD) through a HUD Section 108 Loan Guarantee offering; and

WHEREAS, $3.1 million of these funds were used for the construction of a joint services facility in Marshall Park, used to house a fire station, a police sub-station, and a recreation office/facility; and

WHEREAS, $1.4 million of these funds were used for the renovation and expansion of the Maddox Youth Center; and

WHEREAS, both Marshall Park and Maddox Youth Center projects were located in a low-income census tract and benefited low- and moderate-income persons; and

WHEREAS, the Section 108 Loan was on a 20 year term, with principal payments due once a year and interest payments due twice a year, paid out of CDBG funding; and

WHEREAS, as required by HUD, the City pledged future CDBG funding, as well as Marshall Park and Cesar Chavez Park (the location of the Maddux Youth Center) with their buildings and improvements, as collateral; and

WHEREAS, on March 26, 2015, the City received notice of a public offering to refinance and reduce the interest on the HUD Section 108 Loan; and

WHEREAS, it is estimated that as a result of refinancing this loan, the reduction in interest rate will generate an interest net savings for the City of approximately $502,908 between now and the final maturity date in 2024; and

WHEREAS, issuance costs are estimated to be $13,945, bond counsel fees are $7,500, and both will be paid from CDBG funding; and

WHEREAS, on April 10, 2015, the City received a letter from HUD providing instructions and all financing documents needed to be executed and delivered to HUD no later than the close of business on May 5th, 2015; and

WHEREAS, the date of the public offering is May 28, 2015; and

WHEREAS, the City is to remit the cost of the public offering, as well as the next scheduled interest payment on the previously issued note, to HUD no later than 10:30 a.m., May 27, 2015; and

WHEREAS, no new additional security provisions are required, as the Contract for Fixed Rate Note incorporates the previous additional security provisions; and

WHEREAS, there have been submitted to this meeting the following documents:

(a) The March 26, 2015 Notice of Offering from HUD
(b) The April 10, 2015 Letter from HUD
(c) The proposed Contract for Fixed Rate Note (contract for loan guarantee assistance)
(d) The proposed Fixed Rate Note (promissory note)

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MODESTO DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. The foregoing recitals are true and correct, and the City Council so finds and determines.

Section 2. The refinancing of the HUD Section 108 Loan, in the principal amount of $2,789,000, on the terms and conditions set forth in - and subject to the limitations specified in – the Contract for Fixed Rate Note and the Fixed Rate Note, is hereby authorized and approved.

Section 3. The Contract for Fixed Rate Note, as well as the Fixed Rate Note, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, be and the same are hereby approved. Each of the Mayor of the City, and such other member of the City Council as the Mayor may designate, the City Manager of the City and the Director of Finance of the City, and such other officer or employee of the City as the City Manager may designate (the "Authorized Officers") is hereby authorized, and any one of the Authorized Officers is hereby directed to execute and deliver the Contract for Fixed Rate Note and the Fixed Rate Note in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Contract for Fixed Rate Note and the Fixed Rate Note by such Authorized Officer.

Section 4. The Authorized Officers and the officers and employees of the City are, and each of them is, hereby authorized and directed, to do any and all things and to execute and deliver any and all documents which they or any of them deem necessary or advisable in order to consummate the transactions contemplated by this Resolution and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution. CDBG funds to pay the costs incurred in connection with the refinancing -

including the fees and disbursements of Sidley Austin LLP, as bond counsel - currently estimated to be $21,445, are hereby appropriated.

Section 5. All actions heretofore taken by the officers and employees of the City with respect to the refinancing of the HUD Section 108 Loan, or in connection with or related to any of the agreements or documents referred to herein, are hereby approved, confirmed and ratified.

Section 6. This Resolution shall take effect immediately upon its adoption.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 28th day of April, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-125

RESOLUTION AUTHORIZING THE CITY OF MODESTO TO JOIN THE CALIFORNIAFIRST PROGRAM; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE INCORPORATED TERRITORY OF THE CITY; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Statewide Communities Development Authority ("California Communities") is a joint exercise of powers authority the members of which include numerous cities and counties in the State of California, including the City of Modesto (the "City"); and

WHEREAS, California Communities has established the CaliforniaFIRST program (the "CaliforniaFIRST Program") and will provide financing for certain improvements authorized by Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29"), including, but not limited to, renewable energy, energy efficiency and water efficiency improvements and seismic strengthening improvements (the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29") and the issuance of improvement bonds (the "Bonds") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the "1915 Act") upon the security of the unpaid contractual assessments; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property ("Participating Property Owners") within the incorporated territory of the City to participate in the CaliforniaFIRST Program and to allow California Communities to conduct assessment proceedings under Chapter 29 within the incorporated territory of the City and to issue Bonds under the 1915 Act to finance the Improvements; and

WHEREAS, California Communities will conduct assessment proceedings under Chapter 29 and issue Bonds under the 1915 Act to finance Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of the Bonds or any other bonds issued in connection with the CaliforniaFIRST Program;

NOW, THEREFORE, BE IT RESOLVED that this City Council hereby finds and declares that properties in the City's incorporated area will benefit from the availability of the CaliforniaFIRST Program within the incorporated territory of the City and, pursuant thereto, the conduct of special assessment proceedings by California Communities pursuant to Chapter 29 and the issuance of Bonds under the 1915 Act.

BE IT FURTHER RESOLVED that in connection with the CaliforniaFIRST Program, the City hereby consents to the conduct of special assessment proceedings by California Communities pursuant to Chapter 29 on any property within its jurisdiction and the issuance of Bonds under the 1915 Act; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other

applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The City will not be responsible for the conduct of any assessment proceedings; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of the Bonds or any other bonds issued in connection with the CaliforniaFIRST Program.

(3) The issuance of Bonds will occur following receipt of a final judgment in a validation action filed by California Communities pursuant to Code of Civil Procedure Section 860 that the Bonds are legal obligations of California Communities.

BE IT FURTHER RESOLVED pursuant to the requirements of Chapter 29, California Communities has prepared and will update from time to time the "Program Report" for the CaliforniaFIRST Program (the "Program Report"), and California Communities will undertake assessment proceedings and the financing of Improvements as set forth in the Program Report.

BE IT FURTHER RESOLVED the appropriate officials and staff of the City are hereby authorized and directed to make applications for the CaliforniaFIRST program available to all property owners who wish to finance Improvements; provided, that California Communities shall be responsible for providing such applications and related materials at its own expense. The City Manager, or his delegate, is hereby designated as the contact persons for California Communities in connection with the CaliforniaFIRST Program.

BE IT FURTHER RESOLVED the appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents as are reasonably required by California Communities in accordance with the Program Report to implement the CaliforniaFIRST Program for Participating Property Owners.

BE IT FURTHER RESOLVED the City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4)).

BE IT FURTHER RESOLVED this Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of California Communities.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 28th day of April, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-126

Print

RESOLUTION AUTHORIZING THE PROCUREMENT OF MERCHANT SERVICES BY "ACCESSING THE TERMS" OF A COMPETITIVELY BID, STATE OF CALIFORNIA , DEPARTMENT OF GENERAL SERVICES (DGS) MERCHANT SERVICES AGREEMENT (MSA) WITH ELAVON INC., ATLANTA, GA FOR AN ANTICIPATED ANNUAL COST OF $396,851 AND OVER FIVE (5) YEARS OF $1,984,255, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the City currently uses Elavon to provide merchant services at a cost of approximately $528,000 per year, and

WHEREAS, in 2013 Council approved a sole source procurement of banking services from Bank of America Merrill Lynch, and

WHEREAS, that procurement did not include merchant services, and

WHEREAS, City staff reached out to Elavon and requested a review of fees based on the City's changing business model which includes phone and online payment options, and

WHEREAS, based on this fee review staff was able to negotiate a reduced pricing model which resulted in estimated annual savings of approximately $329,000, and

WHEREAS, Elavon recently informed the City that a State of California, Department of General Services (DGS) contract was available for local agencies to 'access" and be afforded more aggressive rates based on statewide volumes, and

WHEREAS, by accessing the State contract the City has the potential to save approximately $11,000 per month, and

WHEREAS, in order to assess the State's pricing the City afforded its current banking provider Bank of America Merrill Lynch the opportunity to submit a cost proposal for providing merchant services, and

WHEREAS, Bank of America Merrill Lynch responded in writing that they were unable to match or beat the rates that Elavon has extended to the City based on the State GSA contract, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. However, one exception to the formal bid process, MMC Section 8-3.204(d), states, "Where the Purchasing Manager, in his or her discretion, determines that a process other than the formal bid procedures set forth in 8-3.203 will result in a procurement for the City at the lowest possible cost commensurate with the desired quality." Acting within his discretion, the Purchasing Manager invoked that exception for this purchase. The award of a merchant services agreement to Elavon Inc. by accessing the terms of a competitively bid, State of California, Department of General Services (DGS) Master Services Agreement (MSA) conforms to the Modesto Municipal Code.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the procurement of merchant services by "accessing the terms" of a competitively bid State of California, Department of General Services (DGS) Merchant Services Agreement (MSA) with Elavon Inc., Atlanta, GA for an anticipated annual cost of $396,851 and over five (5) years of $1,984,255 per year.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is authorized to enter into a two (2) year agreement with three one (1) year extension options.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 28th day of April, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-127

Print

RESOLUTION AUTHORIZING THE AWARD OF BIDS FOR THE PURCHASE OF SEWER LINE MATERIALS FOR THE UTILITIES DEPARTMENT, WASTEWATER DIVISION TO GROENIGER/FERGUSON CO., MODESTO, CA, PACE SUPPLY CORP., STOCKTON, CA, AND R&B COMPANY, MANTECA, CA, FOR A ONE-YEAR AGREEMENT WITH FOUR (4) ONE-YEAR EXTENSION OPTIONS AT THE SOLE DISCRETION OF THE CITY, AND AUTHORIZING THE PURCHASING MANAGER OR HIS DESIGNEE TO ISSUE PURCHASE AGREEMENTS FOR AN ESTIMATED ANNUAL COST OF $347,430, AND OVER FIVE (5) YEARS OF $1,737,150

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for the purchase of sewer line materials, and

WHEREAS, the Purchasing Division issued RFB No. 1415-13 Sewer Line Materials to fifteen (15) prospective bidders, five (5) of which were local companies, and posted the RFB on the City's website, and

WHEREAS, bids were formally opened in the City Clerk's Office. Four (4) companies chose to respond, two (2) of which were local companies, and,

WHEREAS, all four (4) companies responding provided responsive and responsible bids, and

WHEREAS, based on providing lowest responsive and responsible bids, City staff recommends the award of bids for the purchase of sewer line materials for the Utilities Department, Wastewater Division to Groeniger/Ferguson Co., Modesto, CA, Pace Supply Corp., Stockton, CA, and R&B Company, Manteca, CA, for a one-year agreement with four (4) one-year extension options at the sole discretion of the City, for an estimated annual cost of $347,430, and over five (5) years of $1,737,150, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services

to be formally bid. The award of bids for the purchase of sewer line materials for the Utilities Department, Wastewater Division to Groeniger/Ferguson Co., Modesto, CA, Pace Supply Corp., Stockton, CA, and R&B Company, Manteca, CA, conforms to Modesto Municipal Code 8-3.203.

WHEREAS, funds are budgeted in Appropriation Unit: 4210-44211-53150.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of bids for the purchase of sewer line materials for the Utilities Department, Wastewater Division to Groeniger/Ferguson Co., Modesto, CA, Pace Supply Corp., Stockton, CA, and R&B Company, Manteca, CA, for a one-year agreement with four (4) one-year extension options at the sole discretion of the City.

BE IT FURTHER RESOLVED that the Purchasing Manager, or his designee, is hereby authorized to issue purchase agreements for an estimated annual cost of $347,430.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 28th day of April, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-128

RESOLUTION APPROVING GRANT APPLICATIONS TO THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) FOR FUNDING FROM THE URBAN AND COMMUNITY FORESTRY GRANT PROGRAM ENTITLED "GREEN TREES FOR THE GOLDEN STATE" AS PROVIDED THROUGH THE GEENHOUSE GAS REDUCTION FUND, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL GRANT RELATED DOCUMENTS, ACCEPT GRANT AWARDS, AND AMEND THE ANNUAL BUDGET TO REFLECT GRANT FUNDING

WHEREAS, the Governor of the State of California in cooperation with the California State Legislature has enacted State of California Greenhouse Gas Reduction Funding, which provides funds to the State of California and its political subdivisions for urban forestry programs; and

WHEREAS, the State Department of Forestry and Fire Protection has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies and non-profit organizations under the program, and

WHEREAS, said procedures established by the State Department of Forestry and Fire Protection require the applicant to certify by resolution the approval of application before submission of said application to the State; and

WHEREAS, the applicant will enter into an agreement with the State of California to carry out an urban forestry project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Modesto:

1. Approved the filing of an application for "State Greenhouse Gas Reduction Funding" urban forestry grant program funds.

2. Certifies that said applicant has or will have sufficient funds to operate and maintain the project.

3. Certifies that funds under the jurisdiction of the City of Modesto are available to begin the project.

4. Certifies that said applicant will expend grant funds prior to December 31, 2019.

5. Appoints the City Manager, or his designee, as agent of the City of Modesto to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.

BE IT FURTHER RESOLVED that this resolution shall remain in full force and effect for five years from the date of adoption.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 28th day of April, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-129

A RESOLUTION APPROVING SUBMITTAL OF A REQUEST TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR $95,945 IN FY 2014-15 FUNDS UNDER THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) FOR BUS STOP SHELTERS AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL GRANT APPLICATION AND GRANT AGREEMENT DOCUMENTS

WHEREAS, Senate Bill 862 (2014), created the Low Carbon Transit Operations Program (LCTOP) and identified the California Department of Transportation as the administrating agency for LCTOP, and

WHEREAS, in Fiscal Year 2014-15 LCTOP appropriated $171,407 to the Stanislaus Council of Governments (StanCOG) for regional distribution to local transit agencies, and

WHEREAS, at the March 18, 2015 StanCOG Policy Board meeting the City of Modesto was allocated $85,704 of the regional funds, and

WHEREAS, in Fiscal Year 2014-15 LCTOP appropriated $10,241 to the City of Modesto, and

WHEREAS, the City of Modesto is eligible to apply for a total of $95,945 in LCTOP funds, and

WHEREAS, the statutes related to state-funded transit projects require Modesto to abide by various regulations, and

WHEREAS, the California Department of Transportation has developed guidelines for the purpose of administering and distributing LCTOP funds to local agencies, and

WHEREAS, the City of Modesto is an eligible project sponsor and may receive state funding from LCTOP.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that Modesto agrees to comply with all conditions and requirements set forth by LCTOP.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute all necessary grant documents with the California Department of Transportation on behalf of the City of Modesto.

BE IT FURTHER RESOLVED that the City Manager is authorized to designate the Director of Public Works to execute all grant application and grant agreement documents.

BE IT FURTHER RESOLVED that the City Manager is authorized to designate the Transit Manager to execute all grant application and grant agreement documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 28th day of April, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-130

A RESOLUTION AMENDING THE FISCAL YEAR 2014-2015 OPERATING BUDGET IN THE AMOUNT OF $95,945 TO FUND THE PURCHASE AND INSTALLATION OF BUS STOP SHELTERS FOR THE MODESTO AREA EXPRESS (MAX) TRANSIT SYSTEM AT LOCATIONS WHERE NONE CURRENTLY EXIST.

WHEREAS, certain budgetary transactions are necessary in the amount of $95,945, in order to fund the purchase and installation of bus stop shelters and waste containers for the MAX system, and

WHEREAS, the Fiscal Year 2014-2015 Operating Budget must be amended as shown in **Exhibit A**, which is incorporated by reference herein,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the amendment of the Fiscal Year 2014-2015 Operating Budget as shown in **Exhibit A**.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 28th day of April, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Request for Budget Adjustment
(Projects and Grants)

Contact Person: Maria Garnica
Telephone:
Submitting Department: PW

Council Action Date:
Resolution Number:
Date Submitted by Dept: 4/7/2015

Project Name: Transit Facility Improvement
Project Fund: 4510

Fiscal Year being Adjusted: FY2014/2015

Revenues

FY	Fund	Cost Center	Account	Project	Current Budget	Increase/ (Decrease)	Revised Budget	Description of Account
FROM								
	-	-	-	-			$0	
		-	-	-			$0	
	-	-	-	-			$0	
	-	-	-	-			$0	
TO								
	-	-	-	-			$0	
15	- 4510	59999	- 42455	- 100749	$0	$95,945	$95,945	Intergov- Local- StanCog
	-	-	-	-			$0	
	-	-	-	-			$0	

Expenses

FY	Project	Task	Expenditure Type	Current Budget	Increase/ (Decrease)	Revised Budget	Project Organization
FROM							
	100749	101-Appr Unit C	Bus Stop Improvements	$126,209	$95,945	$222,154	PW-Transit Services

Justification for Budget Adjustment

This Budget adjusmenet is needed to recognize the funding under the Low Carbon Transit Operations Program (LCTOP). And to increase the expense budget for the purchase and installation of new bus shelters for the MAX system at locations where none currently exist.

Authorization	Signature	Date
Administrative Services Officer (if needed)		
Deputy Director (if needed)		
Department Director or Authorized Designee		
Financial Analyst		
Finance Director		
City Manager		

To be Completed by Finance Staff

Transfer Number: 2

Completed By:

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-131

Print

A RESOLUTION APPROVING AN AMENDMENT TO AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. (KHA) TO PROVIDE DESIGN, CONSTRUCTION AND ENGINEERING SERVICES FOR VARIOUS AIRPORT FAA GRANT FUNDED PROJECTS IN AN AMOUNT NOT TO EXCEED $722,618

WHEREAS, the City has approved numerous Airport Capital Improvement Plan (ACIP) projects planned over approximately the next five years at the Modesto City-County Airport, and

WHEREAS, skilled airport engineering, design, construction and inspection assistance will be required to move forward with those projects, and

WHEREAS, on January 12, 2014, the City solicited professional services for an airport consulting engineer to provide airport engineering, design, construction management and inspection, and

WHEREAS, Council approved Resolution No. 2014-237 selecting Kimley-Horn and Associates, Inc. (KHA) as the best qualified applicant, and

WHEREAS, with the approval from the Federal Aviation Administration, KHA is a skilled airport engineering, design, construction and project management company, and

WHEREAS, KHA originally proposed an agreement to provide design and planning services for various Airport Capital Improvement Projects at the Modesto City-County Airport in an amount not to exceed $1,061,111.11, and

WHEREAS, on September 17, 2014, the FAA made a grant offer to the City of Modesto, and

WHEREAS, the City of Modesto accepted the FAA grant offer for Airport Improvement Plan (AIP) 3-06-0153-038-2014 (AIP 38), and

WHEREAS, the projects listed on the grant had changed and therefore the scope of work (SOW) that Kimley-Horn had submitted with the June 10, 2014 agreement has changed, and

WHEREAS, KHA has submitted a revised SOW for AIP 38 changing the not to exceed amount to $722,618.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the amended agreement with Kimley-Horn and Associates, Inc. to provide design, construction and engineering services for various Airport FAA Grant Funded Projects in an amount not to exceed $722,618.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 28th day of April, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)
APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-132

RESOLUTION APPROVING THE ONE-TIME EXCEPTION TO THE SPEED HUMP POLICY TO ALLOW CITY OF MODESTO FUNDING FOR THE INSTALLATION OF A SPEED HUMP OR SPEED CUSHION ON SUNRISE AVENUE JUST WEST OF SHEFFIELD LANE FOR TRAFFIC SAFETY

WHEREAS, the City of Modesto Council has decided to invest $10,000 to construct a speed hump or speed cushion on Sunrise Avenue west of Sheffield Lane to help improve or maintain traffic safety by encouraging eastbound Sunrise Avenue motorists to reduce their travel speed prior to entering the "L" corner from Sunrise Avenue to Sheffield Lane, and

WHEREAS, the speed hump or speed cushion has the potential to provide a better and safer use of the roadway adjacent to homes, and

WHEREAS, six other traffic improvements have been provided previously, and the run off the road record in 2014 has not been observed at any other "L" corner in Modesto, and

WHEREAS, the speed hump or speed cushion installation is exempt from environmental review under the Categorical Class III CEQA Guidelines, Section 15303 of the CEQA requirements.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the one-time speed hump policy exception to fund the construction of one speed hump or speed cushion on Sunrise Avenue west of Sheffield Lane in Modesto.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 28th day of April, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-133

Print

RESOLUTION RESCINDING RESOLUTIONS 2015-73 AND 2015-74 AND APPROVING A REVISED PUBLIC UTILITY EASEMENT TO VERIZON WIRELESS WITHIN USTACH PARK TO SERVE THE COMMUNICATIONS TOWER ON 2700 HILLGLEN AVENUE (APN 077-009-041)

WHEREAS, the City of Modesto maintains a community park known as Ustach Park located on 2700 Hillglen Avenue (APN 077-009-041), and

WHEREAS, Verizon Wireless has proposed to install a wireless communications tower within Ustach Park, and

WHEREAS, a public utility easement (PUE) is required to provide underground utility connections to the tower from Hillglen Avenue, and

WHEREAS, on March 3, 2015 Council approved Resolutions 2015-73 and 2015-74 granting PUEs to Verizon Wireless and Modesto Irrigation District, and

WHEREAS, Verizon Wireless has requested to revise the previous PUE to include other utility providers in a single easement, and

WHEREAS, staff recommends the revised public utility easement be approved.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby rescinds Resolution 2015-73 and Resolution 2015-74 and approves a revised Public Utility Easement to Verizon Wireless to serve the communications tower on 2700 Hillglen Avenue within Ustach Park (APN 077-009-041).

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the revised Grant of Public Utilities Easement as approved by the City Attorney.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 28th day of April, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-134

Print

RESOLUTION APPROVING REVISIONS TO THE CITY OF MODESTO DROUGHT CONTINGENCY PLAN AND ENACTING DROUGHT STAGE II REQUIREMENTS

WHEREAS, California is currently entering the fourth consecutive year of drought conditions and most of the state, including the watershed that provides the City of Modesto's water supply, is experiencing exceptional drought conditions as defined by the United States Drought Monitor, and

WHEREAS, on March 17, 2015, the State Water Resources Control Board adopted additional emergency drought regulations to govern the use of urban water in California, and

WHEREAS, staff has revised the Drought Contingency Plan (Plan) to incorporate the emergency regulations to be consistent with all state requirements, and

WHEREAS, the most significant revisions to the Plan include increasing the monetary penalty amounts for excessive water use in all stages of the Plan, and reducing outdoor watering to twice weekly under Stage II requirements, and

WHEREAS, implementing further water use restrictions will help sustain our water supply until the drought period subsides, and

WHEREAS, on May 1, 2003, the City Council, by Resolutions 2003-162, implemented the Stage I Plan requirements that remain in effect today, and

WHEREAS, staff recommends that the City Council approve the revisions to the Plan and implement Stage II requirements effective May 1, 2015.

,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves revisions to the City of Modesto Drought Contingency Plan and enacts drought State II requirements.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 28th day of April, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-135

RESOLUTION AUTHORIZING THE AWARD OF BID FOR THE PURCHASE OF TWO (2) 710K JOHN DEERE BACKHOE LOADERS FOR THE UTILITIES DEPARTMENT, STORMWATER COLLECTIONS DIVISION THROUGH THE FLEET SERVICES DIVISION, TO PAPE MACHINERY, FRENCH CAMP, CA FOR AN ESTIMATED TOTAL COST OF $326,592

WHEREAS, the City Manager authorized the Purchasing Manager to issue a formal Request for Bids (RFB) for new vehicles and heavy equipment, through various competitive processes, with the Purchasing Division coming back to Council for award authorization. The two (2) 710K John Deere backhoe loaders were included in the new vehicles and heavy equipment list authorized by the City Manager, and

WHEREAS, the two (2) 710K John Deere backhoe loaders will be used by the Stormwater Collections Division. The Stormwater Collections Division has developed a new type of storm system called a "Drywell". Stormwater Collections has completed several drywell installations in areas with chronic flooding. This program has had great success and enabled the City to address local flooding issues. To build on this success, Stormwater Collections requested an additional construction crew to install new drywells. The approved budget request included equipment and personnel required to staff this second drywell crew, and

WHEREAS, the Purchasing Division issued RFB 1415-23 for the purchase of two (2) 710K John Deere backhoe loaders to three (3) prospective bidders, none of which were local companies and posted the RFB on the City's website. There are no local vendors for this type of equipment, and

WHEREAS, bids were formally opened in the City Clerk's office. Two (2) companies chose to respond, one of which did not meet the bid specifications. Only one company provided a responsive and responsible bid, and

WHEREAS, based on providing a responsive and responsible bid, City staff recommends the award of bid for the purchase of two (2) 710K John Deere backhoe loaders to Pape Machinery, French Camp, CA, for a total estimated cost of $326,592, and

WHEREAS, sufficient funds are budgeted in Fiscal Year 2014-15, in account # 4480-44222-57003, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. The award of bid for the purchase of two (2) 710K John Deere backhoe loaders to Pape Machinery, French Camp, CA, conforms to the Modesto Municipal Code.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of bid for the purchase of two (2) 710K John Deere backhoe loaders for the Utilities Department, Stormwater Collections Division, through the Fleet Services Division to Pape Machinery, French Camp, CA.

BE IT FURTHER RESOLVED that the Purchasing Manager or his designee to issue a purchase order for a total estimated cost of $326,592.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 5th day of May, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-136

RESOLUTION AUTHORIZING THE AWARD OF BID FOR THE PURCHASE OF A JOHN DEERE 5115M TRACTOR FOR THE PUBLIC WORKS DEPARTMENT, PARKS OPERATIONS DIVISION THROUGH THE FLEET SERVICES DIVISION, TO BELKORP AG, LLC, MODESTO, CA, FOR AN ESTIMATED TOTAL COST OF $62,524

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for new vehicles and heavy equipment, through various competitive processes, with the Purchasing Division coming back to Council for award authorization. The John Deere 5115M tractor was included in the new vehicles and heavy equipment list authorized by the City Manager, and

WHEREAS, the John Deere 5115M tractor will be used by the Parks Operations Division. The John Deere 5115M tractor is a replacement and has been subjected to a thorough evaluation and has met or exceeded the replacement criteria before being placed on the replacement list, and

WHEREAS, The Purchasing Division issued RFB 1415-20 for the purchase of a John Deere 5115M tractor to three (3) prospective bidders, one of which was a local company and posted the RFB on the City's website, and

WHEREAS, bids were formally opened in the City Clerk's office. One company chose to respond, which was the local vendor. The local vendor provided a responsive and responsible bid, and

WHEREAS, based on providing the lowest responsive and responsible bid, City staff recommends the award of bid for the purchase of a John Deere 5115M tractor to Belkorp Ag, LLC, Modesto, CA, for a total estimated cost of $62,524, and

WHEREAS, sufficient funds are budgeted in Fiscal Year 2014-15, in account # 5409-53246-57003, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. The award of bid for the purchase of a John Deere 5115M tractor to Belkorp Ag, LLC, Modesto, CA, conforms to the Modesto Municipal Code.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of bid for the purchase of a John Deere 5115M tractor to for the Public Works Department, Parks Operations Division, through the Fleet Services Division to Belkorp Ag, LLC, Modesto, CA.

BE IT FURTHER RESOLVED that the Purchasing Manager or his designee to issue a purchase order for a total estimated cost of $62,524.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 5th day of May, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-137

RESOLUTION APPROVING A USE AGREEMENT BETWEEN THE CITY OF MODESTO AND THE BOYS AND GIRLS CLUB OF STANISLAUS COUNTY TO PROVIDE PROGRAMMING AT THE KING KENNEDY MEMORIAL CENTER

WHEREAS, the City of Modesto (CITY) recognizes the importance of after school programming, and

WHEREAS, CITY recognizes that the Boys and Girls Club (ORGANIZATION) has a long history of providing positive activities for kids, and

WHEREAS, CITY has space available at the King Kennedy Memorial Center, and

WHEREAS, ORGANIZATION has received a two year grant through Modesto City Schools to provide after school programing, and

WHEREAS, ORGANIZATION has created a custom program to run its programming based on the space and times available at the King Kennedy Memorial Center.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto as follows: CITY and ORGANIZATION desire to enter into this Agreement in order to obtain the mutual benefits recited above.

BE IT FURTHER RESOLVED THAT Organization agrees to adhere to the following:

1. ORGANIZATION will provide CITY a detailed calendar of activities in accordance with the agreement.

2. ORGANIZATION agrees not to sublet the facility to any other agency.

3. ORGANIZATION agrees not to permanently modify the facility.

4. ORGANIZATION agrees not to use the facility for any other purpose stated in the agreement without getting written permission from the Parks, Recreation and Neighborhood Services Manager.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the lease agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 5th day of May, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-138

RESOLUTION APPROVING AN UPDATED MONTH-TO-MONTH LEASE AGREEMENT WITH STANISLAUS IMPLEMENT & HARDWARE COMPANY LTD. FOR THE USE OF ITS PARKING LOT FOR $1,000 A MONTH; AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; AND RESCINDING RESOLUTION NO. 2015-98

WHEREAS, the City Council previously approved Resolution No. 2015-98 authorizing the City Manager, or his designee, to execute a lease agreement to allow the Modesto Police Department (MPD) to use the parking lot owned by Stanislaus Implement & Hardware Company Ltd.; and

WHEREAS, the terms of the lease approved by Resolution No. 2015-98 were updated prior to the execution of the lease, and MPD and Stanislaus Implement & Hardware Company Ltd. have now finalized the terms of the lease agreement; and

WHEREAS, the updated lease agreement is on a month-to-month basis, and if approved by Council, will commence May 1, 2015.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Modesto that it hereby approves the updated Lease Agreement with Stanislaus Implement & Hardware Company, LTD. for use of its parking lot for One Thousand Dollars ($1,000) a month on a month-to-month basis, and rescinds Resolution No. 2015-98.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the necessary documents and rescinding Resolution No. 2015-98.

RESCINDED

OCT 3 2017

THIS RESOLUTION WAS RESCINDED BY MODESTO CITY COUNCIL RESOLUTION NO. 2017-386

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 5th day of May, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-139

A RESOLUTION ACCEPTING THE CALIFORNIA MARIJUANA ERADICATION GRANT FROM THE U.S. DEPARTMENT OF JUSTICE DRUG ENFORCEMENT ADMINISTRATION IN THE AMOUNT OF $30,000 FOR THE STANISLAUS COUNTY DRUG ENFORCEMENT AGENCY; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL NECESSARY GRANT DOCUMENTS

WHEREAS, on April 6, 2015, the Stanislaus Drug Enforcement Agency (SDEA) was awarded the Domestic Cannabis Eradication/Suppression Program Marijuana Eradication Grant in the amount of $30,000, and

WHEREAS, the funding will defray costs relating to the eradication and suppression of illicit cannabis, and

WHEREAS, the costs include marijuana eradication, overtime, training, supplies and removal costs, and

WHEREAS, there is no required match to the City of Modesto, and

WHEREAS, the term of this grant will be from January 1, 2015 through December 31, 2015, and

WHEREAS, the City of Modesto will be the fiscal agent,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts the California Marijuana Eradication Grant from the U. S. Department of Justice Drug Enforcement Administration in the amount of $30,000.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute all necessary grant documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 5th day of May, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-140

A RESOLUTION AMENDING THE STANISLAUS COUNTY DRUG ENFORCEMENT AGENCY'S FISCAL YEAR 2014/15 MULTI-YEAR OPERATING BUDGET ESTIMATING REVENUE IN THE AMOUNT OF $30,000 FROM THE U. S. DEPARTMENT OF JUSTICE DRUG ENFORCEMENT ADMINISTRATION MARIJUANA ERADICATION GRANT; AND AUTHORIZING THE FINANCE DIRECTOR, OR HER DESIGNEE, TO TAKE THE NECESSARY STEPS TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

WHEREAS, on April 6, 2015, the Stanislaus Drug Enforcement Agency (SDEA) was awarded the Domestic Cannabis Eradication/Suppression Program Marijuana Eradication Grant in the amount of $30,000, and

WHEREAS, the funding will defray costs relating to the eradication and suppression of illicit cannabis, and

WHEREAS, the costs include marijuana eradication, overtime, training, supplies and removal costs, and

WHEREAS, there is no required match to the City of Modesto, and

WHEREAS, the City of Modesto will be the fiscal agent,

WHEREAS, the term of this grant will be from January 1, 2015 through December 31, 2015,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the the Stanislaus County Drug Enforcement Agency's Fiscal Year 2014/15 Multi-Year Operating Budget as indicated on **Attachment** A, which is incorporated by reference herein.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to take the necessary steps to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 5th day of May, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Attachment A: Budget Adjustment

Fund 6600: 2014/15 Multiyear

	Expense:		
To:	100883 – Appr. A	$ 5,000	Overtime
	100883 – Appr. A	2,500	Intergov. Services – Other (53505) OT for Outside Agencies
	100883 – Appr. C	3,000	Police Equipment <$5,000
	100883 – Appr. C	1,500	Training
	100883 – Appr. C	3,000	Fuel/Oil
	100883 – Appr. C	15,000	Insurance
	Total	$30,000	
	Revenue:		
To:	6600-89999-42090-100883	$30,000	Intergovernmental-Federal

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-141

RESOLUTION REJECTING ALL BIDS FOR THE 2014 HUD CURB RAMP AND STORM DRAIN IMPROVEMENT PROJECT AND AUTHORIZING CITY STAFF TO RE-ADVERTISE THE PROJECT WITH AN AMENDED SCOPE OF WORK

WHEREAS, the bids received for the 2014 HUD Curb Ramp and Storm Drain Improvement Project were opened at 11:00 a.m. on March 31, 2015, and later tabulated by the Director of Utilities Department for the consideration of the Council, and

WHEREAS, City staff determined that it would be in the best interest of the City to reject the bids due to the lowest bidder having a discrepancy on the bid item of work that would cost the City and additional $62,400, and

WHEREAS, the project will then be modified to attract a wider variety of contractors, and

WHEREAS, City staff recommends rejecting all bids and re-advertising the project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby rejects all bids received for the 2014 HUD Curb Ramp and Storm Drain Improvement Project, opened in the office of the City Clerk on March 31, 2015.

BE IT FURTHER RESOLVED that staff is hereby authorized to re-advertise the project with an amended scope of work.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 5th day of May, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-142

RESOLUTION ACCEPTING A GRANT IN THE AMOUNT OF $5,000 FROM STATE FARM INSURANCE COMPANY FOR THE PURCHASE OF A BULLEX INTELLIGENT FIRE EXTINGUISHER TRAINING SYSTEM

WHEREAS, one of the goals of the Modesto Fire Prevention Division is to provide effective fire and life safety training to the community, and

WHEREAS, Modesto Fire Prevention Division applied for and received a grant from State Farm Insurance Company, and

WHEREAS, the intent of this grant is to help purchase a state-of-the-art BullEx Intelligent Fire Extinguisher Training System, and

WHEREAS, this system will allow the Fire Prevention Division to safely teach the proper use and handling of fire extinguishers to businesses, community groups and staff members, and

WHEREAS, in order to accept the grant and purchase the equipment, the fire department will expend $2,000 from Fire Prevention Funds Account Number: 18510-0100-5330, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves accepting a Grant in the amount of $5,000 from State Farm Insurance Company to purchase a BullEx Intelligent Fire Extinguisher Training System.

BE IT FURTHER RESOLVED that the Fire Chief, or his designee, is hereby authorized to sign the grant offer acceptance and any grant related documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 5th day of May, 2015, by Councilmember Zoslocki, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-143

RESOLUTION APPROVING A WILL SERVE LETTER FOR THE PROPERTY LOCATED AT 7409 RIVER NINE DRIVE IN DEL RIO (APN: 004-093-005) TO CONNECT TO THE CITY OF MODESTO'S EXISTING WATER SYSTEM, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SIGN THE WILL SERVE LETTER

WHEREAS, on May 22, 2012, the City Council approved Resolution No. 2012-202 that amended City Council Policy 5.001, and

WHEREAS, on June 5, 2012, the City Council approved final adoption of Ordinance No. 3566-C.S. amending City of Modesto Municipal Code Section 11-1.05, and

WHEREAS, both of these amendments included language which required that the City Manager, upon the recommendation of the Director responsible for utility system planning, request City Council approval for all extensions of water services into unincorporated areas, and

WHEREAS, on November 25, 2014, the City Council approved Resolution No. 2014-472 that amended City Council Policy 5.001, and

WHEREAS, on December 9, 2014, the City Council approved adoption of Ordinance No. 3611-C.S. amending City of Modesto Municipal Code Section 11-1.05, and

WHEREAS, both of these amendments included language allowing the City Manager upon the recommendation of the Director responsible for utility system planning, to approve standard agreements of service for extension of water services into certain unincorporated areas that are located within the former Del Este Water Service Area without City Council approval, and

WHEREAS, the majority of the Del Rio area is included in the former Del Este Water Service Area and would not require City Council approval, the subject parcel is located in a small portion of the Del Rio area that is outside of the former Del Este Water Service Area and therefore requires City Council approval, and

WHEREAS, the property located at 7409 River Nine Drive, is not connected to City's water system, and

WHEREAS, this property is located outside Modesto City limits, and outside the former service area of the Del Este Water Company, and

WHEREAS, City staff has completed an analysis and determined that it is reasonable for the City of Modesto to extend water service to this property, and

WHEREAS, it has been determined that a sufficient quantity of potable water is available for normal usage by the proposed development, and

WHEREAS, the water connection fees are paid and associated permits be obtained prior to connecting to the City water system,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Will Serve letter for the property located at 7409 River Nine Drive in Del Rio.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to sign the Will Serve letter.

The foregoing documents were introduced at a regular meeting of the Council of the City of Modesto held on the 12th day of May, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-144

RESOLUTION APPROVING AN OUTSIDE SERVICE AGREEMENT BETWEEN THE CITY OF MODESTO AND DEAN B. ARAKELIAN, TRUSTEE, OR THE SUCCESSOR TRUSTEE OR TRUSTEES, U/A/D MAY 27, 2014, AS AMENDED, CREATING THE DEAN ARAKELIAN REVOCABLE TRUST, FOR WATER SERVICE FOR THE PROPERTY LOCATED AT 7409 RIVER NINE DRIVE IN DEL RIO (APN: 004-093-005), AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the property located at 7409 River Nine Drive is not connected to the City's water system, and

WHEREAS, this property is located outside Modesto City limits, and outside the former service area of the Del Este Water Company, and

WHEREAS, if it is determined that it is reasonable for the City to extend water service to this property, and

WHEREAS, it has been determined that a sufficient quantity of potable water is available for normal usage by the proposed development, and

WHEREAS, the water connection fees will be paid and associated permits be obtained prior to beginning any on site construction, and

WHEREAS, that the property owner enters into an Outside Service Agreement for water with the City, as required for water service outside of City limits,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Outside Service Agreement for the property located at 7409 River Nine Drive in Del Rio (APN: 044-093-005).

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the agreement.

The foregoing documents were introduced at a regular meeting of the Council of the City of Modesto held on the 12th day of May, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-145

RESOLUTION AUTHORIZING THE AWARD OF PROPOSAL AND CONTRACT FOR THE FURNISHING OF OCCUPATIONAL MEDICINE SERVICES FOR THE HUMAN RESOURCES DEPARTMENT TO OCCU-MED LTD., FRESNO, CA, FOR A TWO (2) YEAR AGREEMENT WITH THREE (3) ONE-YEAR EXTENSION OPTIONS AT THE SOLE DISCRETION OF THE CITY, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONTRACT FOR AN ESTIMATED ANNUAL COST OF $115,444, AND OVER FIVE (5) YEARS OF $577,220

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Proposals (RFP) for the furnishing of occupational medicine services, and

WHEREAS, the Purchasing Division issued RFP No. 1415-10 Occupational Medicine Services to seven (7) prospective proposers, two (2) of which were local companies, and posted the RFP on the City's website, and

WHEREAS, proposals were formally opened in the City Clerk's Office. Three (3) companies chose to respond, none of which were local companies, and

WHEREAS, all three (3) companies provided responsive and responsible proposals, and

WHEREAS, an evaluation committee comprised of five (5) City staff members evaluated and graded the proposals, and

WHEREAS, based on being ranked highest in total evaluation criteria the evaluation committee recommends the award of proposal and contract for the furnishing of occupational medicine services for the Human Resources Department to Occu-Med Ltd., Fresno, CA, for a two (2) year agreement with three (3) one-year extension options at the sole discretion of the City, for an estimated annual cost of $115,444, and over five (5) years of $577,220, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. The award of proposal for the furnishing of occupational medicine services for the Human Resources Department to Occu-Med Ltd., Fresno, CA, conforms to Modesto Municipal Code 8-3.203, and

WHEREAS, sufficient funds are budgeted in Fiscal Year 2014-15 from various funding accounts.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of proposal and contract for the furnishing of occupational medicine services for the Human Services Department to Occu-Med Ltd., Fresno, CA, for a two (2) year agreement with three (3) one-year extension options at the sole discretion of the City.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the contract for an estimated annual cost of $115,444.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 12th day of May, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-146

RESOLUTION APPROVING AN AGREEMENT BETWEEN CITY OF MODESTO AND MODESTO CITY SCHOOLS FOR THE CITY TO PROVIDE STAFFING AND CURRICULUM FOR A SUMMER ENRICHMENT PROGRAM AT BRET HARTE ELEMENTARY, FREMONT ELEMENTARY, FRANKLIN ELEMENTARY AND SONOMA ELEMENTARY SCHOOLS

WHEREAS, CITY of Modesto recognizes the importance of summer education programming, and

WHEREAS, CITY recognizes that Modesto City Schools (ORGANIZATION) is offering one-week Summer Enrichment Programs at various school sites commencing in June 2015; and

WHEREAS, CITY has experience in offering after-school programming at Modesto City School sites, and

WHEREAS, ORGANIZATION has funding to provide programing, and

WHEREAS, ORGANIZATION has expressed a desire to partner with City.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that in light of the foregoing, it hereby desires to enter into the **attached** Agreement in order to obtain the mutual benefits recited above.

BE IT FURTHER RESOLVED that the City and Organization agrees to adhere to the following:

1. CITY will provide staffing and curriculum for the Summer Enrichment Program's Science or Visual and Performing Arts components at Fremont Elementary, Bret Harte Elementary, Franklin Elementary and Sonoma Elementary Schools for one week for up to one hundred and fifty (150) students.

2. CITY agrees to supply a list of staff names that have been subject to a background check through the Department of Justice as outlined in the Agreement.

3. CITY agrees to provide competent supervision of its employees while administering the Summer Enrichment Program.

4. ORGANIZATION agrees to reimburse City of Modesto for all program related expenses outlined in the **attached** Agreement.

BE IT FURTHER RESOLVED that the City Manager or his designee is hereby authorized to execute the Agreement substantially in the form **attached** hereto as **Exhibit A**, and as approved by the City Attorney.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 12th Day of May, 2015 by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers	None
ABSENT:	Councilmembers	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY SCHOOLS
426 Locust St.
Modesto, CA 95351-2699
(209) 576-4011

SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the date signed below, by and between Modesto City Schools (MCS), a public school district and City of Modesto

Whereas MCS has need of specialized services not otherwise available; and

Whereas CONTRACTOR represents that it has the specialized skill and knowledge to provide such services.

The parties do hereby agree as follows:

1. **SCOPE OF SERVICES:** CONTRACTOR shall perform the following service(s):
   Four, one-week Summer Enrichment programs

2. **LOCATION OF SERVICES:** CONTRACTOR shall render service(s) described in Item 1 at the following location(s) – One week each at Bret Harte, Franklin, Fremont, Sonoma Elementary Schools, and under the supervision of Mark Herbst.

3. **TERM OF AGREEMENT:** The term of this Agreement shall begin June 8, 2015 and will terminate on June 19, 2015.

4. **COMPENSATION:** CONTRACTOR shall be compensated at the following rate:
   See Attachment A.

   In addition to the above rate, CONTRACTOR shall be allowed and authorized to incur and shall be reimbursed for the following personal expenses attendant to the performance of services:
   Miles @ mile or commercial
   Supplies
   Lodging
   Meals
   Total compensation shall not exceed $ 13,000

5. **PAYMENT SCHEDULE:** Payment for the work shall be made upon submission of invoice for services rendered and MCS' written approval of the work (which approval shall not be unreasonably withheld).

6. **GENERAL TERMS AND CONDITIONS:** This Agreement includes the general terms and conditions as set forth on the following pages, and the CONTRACTOR, by executing this Agreement, agrees to comply with all such general terms and conditions.

7. **REPRESENTATIVES AND/OR EMPLOYEES:** CONTRACTOR shall at all times enforce strict discipline and good order among his/her representatives and/or employees and shall not employ or work any unfit person or anyone not skilled in work assigned to him/her. Any person in the employment of the CONTRACTOR whom MCS may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from MCS. If required by law, CONTRACTOR shall, at his/her own expense, obtain its representatives' and/or employees' fingerprints in order to perform services under this Agreement. (Please refer to the "Certification of Fingerprinting.")

8. **CONTRACTOR SUPERVISION:** When necessary, CONTRACTOR shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of professional services.

9. **ASSIGNMENT OF AGREEMENT AND PURCHASE ORDER:** CONTRACTOR shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this Agreement without the prior written consent of MCS.

10. **HOLD HARMLESS AGREEMENT:** CONTRACTOR will indemnify, defend, and hold harmless Modesto City Schools and its agents, officers, and employees from and against any and all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of or resulting from, or in connection with the performance of this Agreement. Such indemnification shall not extend to cover loss, damage, or expense arising from the sole negligence or willful misconduct of Modesto City Schools, its agents, officers, and employees.

11. **TERMINATION OF AGREEMENT:** This Agreement shall terminate on the last day of service as written in Item 3 except:

    a. MCS may terminate at any time if CONTRACTOR does not perform, or refuses to perform according to this Agreement.
    b. MCS may terminate services of CONTRACTOR at any time if, in the professional judgment of the management supervisor named herein, CONTRACTOR's performance is unsatisfactory as to the manner of performance or the product of said performance fails to meet the MCS' requirements.
    c. In the event of early termination, CONTRACTOR shall be paid for all work or services performed to the date of termination together with an amount of approved expenses due and owing.
    d. Either party may terminate this Agreement at any time during the term of this Agreement upon thirty (30) days written notice.

12. **PERMITS AND LICENSES:** CONTRACTOR and all of his/her employees, agents, and Sub-Contractors shall secure and maintain in force, at CONTRACTOR's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of services, materials, or supplies herein listed.

13. **CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF MCS:** While engaged in carrying out other terms and conditions of this Agreement, the CONTRACTOR is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of MCS.

14. **ANTI-DISCRIMINATION:** It is the policy of the Modesto City Schools Board of Education that in connection with all work performed under agreements, there be no discrimination against any employee engaged in the work based on race, religion, ethnic background or national origin, language, gender, sexual orientation, gender identity, gender expression, economic status, physical or developmental disabilities, or other special needs, or association with a person or group with one or more of these actual or perceived characteristics, and therefore CONTRACTOR agrees to comply with the applicable Federal and California Laws including, but not limited to, Government Code Section 12940 and 12990, and Labor Code Section 1735. In addition, CONTRACTOR agrees to require such compliance by all Sub-Contractors employed on the work by him/her.

15. **INSURANCE**: CONTRACTOR shall not commence work under this Agreement until he/she has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted and approved by MCS. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without MCS prior written consent. Modesto City Schools shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation.

    a. **GENERAL LIABILITY INSURANCE**: CONTRACTOR shall provide MCS proof of general liability insurance in the minimum amount of $1,000,000. Proof shall be in the form of a certificate of insurance in which Modesto City Schools is named as a certificate holder and additional insured under the CONTRACTOR's general liability insurance policy. If CONTRACTOR is partially self-insured, then MCS shall accept CONTRACTOR's proof of self-insurance in partial satisfaction of the $1,000,000 requirement with the proof of insurance providing the remaining portion.

    b. **WORKER'S COMPENSATION COVERAGE**: CONTRACTOR, if required by law, shall provide worker's compensation coverage for its representatives and/or employees. It is expressly understood and agreed that MCS shall not provide worker's compensation coverage for CONTRACTOR's representatives and/or employees under this Agreement.

16. **GOVERNING LAW**: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. **RESOLUTION OF DISPUTES**: In the event that a dispute arises under this Agreement between CONTRACTOR and MCS, the dispute shall be referred to the office of the American Arbitration Association nearest to Modesto, California for resolution. The arbitrator's decision shall be final and binding and judgment may be entered thereon. If one party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award or fails to comply with arbitrator's award, the other party is entitled to costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

18. **ATTORNEYS' FEES**: If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

19. **MODIFICATION**: Any waiver, amendment, modification, consent or acquiescence with respect to this Agreement or any provision of this Agreement or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

    No changes or alterations to this Agreement shall be made without specific prior written approval by MCS.

20. **MCS' RIGHT OF RETENTION**: Modesto City Schools shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed, and no other uses thereof will be permitted except by permission of MCS. Proprietary materials will be exempted from this clause.

21. **SEVERABILITY**: If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be severed from the Agreement and the remaining provisions shall remain in effect.

22. **FORCE MAJEURE**: Neither party shall be liable under this Agreement as a result of any delay, failure or interruption resulting from acts of God, acts of civil or military authorities, acts or orders of governmental authorities, catastrophes or any other occurrences or circumstances beyond the parties' reasonable control.

23. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement. There are no agreements, understandings, representations or warranties, whether written or oral, between the parties other than those set forth in this Agreement.

24. **NOTICES:** All notices concerning this Agreement must be in writing and mailed via U.S. mail to:

CONTRACTOR	**MODESTO CITY SCHOOLS**
Contact Name: **City of Modesto Parks & Recreation**	Contact Name: **Mark Herbst**
Contact Title: **Andy Johnson**	Contact Title: **Sr. Director, Ed. Services**
Address (line 1): **PO Box 642**	Address (line 1):
Address (line 2):	Address: **426 Locust Street**
City, State, and Zip: **Modesto, CA 953531**	City, State, and Zip: **Modesto, CA 95351**

25. **IN WITNESS WHEREOF,** the parties hereunto have subscribed to this Agreement and agree to the General Terms and Conditions.

CONTRACTOR	**MODESTO CITY SCHOOLS**
CONTRACTOR or Representative's Signature	MCS Representative's Signature
Please print or type the following information:	
Jim Holgersson Representative's Name (if different than CONTRACTOR)	Julie A. Betschart
City Manager Representative's Title (if applicable)	Associate Superintendent, Business Services Chief Business Official
CONTRACTOR's Name	
Date Signed:	Date Signed:
Taxpayer Identification Number: 94-600374	
Address: PO Box 642	Address: 426 Locust Street
City/State/Zip: Modesto, CA 95351	City/State/Zip: Modesto CA 95351
Phone: 209-577-5355	Phone: (209) 550-3301 ext. 5401
Fax: 209-491-5929	
Email: ajohnson@modestogov.com	

TYPE OF BUSINESS ENTITY:
- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ Other
- ☐ Private Non Profit (not for profit)
- ☒ City or County Agency

NOTE: Federal Regulations (Code Sections 6041 and 6209) require non-corporate recipients of $600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, Modesto City Schools requires your federal tax identification number or Social Security Number, whichever is applicable.

MODESTO CITY SCHOOLS

CERTIFICATION OF FINGERPRINTING

TO THE GOVERNING BOARD AND THE DISTRICT ADMINISTRATOR IN CHARGE OF THE FOLLOWING SERVICES:

I. **Identification of Parties**

I, Jim Holgersson, am an individual CONTRACTOR and/or vendor or public agency. I am an authorized representative of City of Modesto.
My entity seeks to contract with Modesto City Schools (MCS), which may cause my entity and its employees, agents, independent contractors or sub-contractors to come in contact with pupils, and I am aware of the requirements of Education Code Section 45125 et. seq.

II. **Certifications**

I make the following certifications, under penalty of perjury:

a. I shall not begin to provides services to MCS nor shall I permit any of my employees, agents, independent contractors or sub-contractors to come in contact with pupils until the Department of Justice has ascertained that the person has not been convicted of a serious or violent felony as defined in Penal Code Section 1192.7 (c) and 667.5 (c). (Education Code § 45125.1(e))

b. I certify that I have reviewed the results of the fingerprinting information ascertained by the Department of Justice, and I certify that none of my employees, agents, independent contractors or sub-contractors, including myself, who may come in contact with pupils, have been convicted of a felony as noted in paragraph a. above. (Education Code § 45125.1(f))

c. I have attached a list of the names of my employees, agents, independent contractors or sub-contractors who may come in contact with pupils to this certification form. (Education Code § 45125.1(f))

I declare under penalty of perjury under the laws of the State of California that the information provided above is true and correct. Executed this _____ day of ,_____
at _____, California.

_____
Signature of CONTRACTOR/Vendor and/or Authorized Representative

_____
Date Signed

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-147

RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE PROJECT TITLED, "ROUNDABOUT IMPROVEMENTS AT THE INTERSECTION OF KODIAK DRIVE AT LINCOLN OAK DRIVE", ACCEPTING THE BID, AND APPROVING A CONTRACT WITH MCFADDEN CONSTRUCTION, INC. OF STOCKTON, CA, IN THE AMOUNT OF $275,239.00; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONTRACT

WHEREAS, plans and specifications have been prepared for the Roundabout Improvements at the Intersection of Kodiak Drive at Lincoln Oak Drive project, and City staff recommends approval by the City Council, and

WHEREAS, the bids received for the Roundabout Improvements at the Intersection of Kodiak Drive at Lincoln Oak Drive project were opened at 11 a.m. on February 24, 2015, and later tabulated by the Public Works Director for the consideration of the Council, and

WHEREAS, the Public Works Director has recommended that the bid of $275, 239.00 received from McFadden Construction, Inc. of Stockton, CA be accepted as the lowest responsible bid and the contract be awarded to McFadden Construction, Inc. of Stockton, CA.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the plans and specifications for the Roundabout Improvements at the Intersection of Kodiak Drive at Lincoln Oak Drive project, accepts the bid from McFadden Construction, Inc. of Stockton, CA in the amount of $275,239.00, and awards McFadden Construction, Inc. of Stockton, CA the contract for the Roundabout Improvements at the Intersection of Kodiak Drive at Lincoln Oak Drive project.

BE IT FURTHER RESOLVED, that the City Manager, or his designee, is hereby authorized to execute the contract.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 12th day of May, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-148

RESOLUTION APPROVING A NEW CAPITAL IMPROVEMENT PROGRAM PROJECT AND ACCEPTING REGIONAL SURFACE TRANSPORATION PROGRAM (RSTP) GRANT FUNDS IN THE AMOUNT OF $1,263,395, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE NECESSARY GRANT DOCUMENTS

WHEREAS, on March 20, 2015, StanCOG notified local agencies in Stanislaus County that additional Regional Surface Transportation Program (RSTP) grant funds were available for FFY 2014/15 and FFY 2015/16. The additional funding available to the City of Modesto is $1,263,395, and

WHEREAS, City staff worked diligently with StanCOG staff to effectively move forward with the programming of these additional RSTP appropriations, and

WHEREAS, staff programmed a new Capital Improvement Project, titled "Pavement Rehabilitation of Tully Road and Orangeburg Avenue" and added additional RSTP funds to existing projects as noted on **Exhibit** A to use the appropriations in FFY 2014/15 and FFY 2015/16.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a new Capital Improvement Program project and accepting Regional Surface Transportation Program (RSTP) funds in the amount of $1,263,395.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the necessary grant documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 12th day of May, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT A - Additional RSTP Funds for FFY 14/15 and 15/16

PROJECT NAME:	PROJECT FUND	PROJECT NUMBER	PROJECT PHASE	ADDITIONAL RSTP FUNDS	
				FFY 14/15	FFY 15/16
Bus Turnout on Southbound Dale Road	3160	100727	ROW/Utilities	$75,000	$0
New Traffic Signals - 2015	3160	100870	PE	$30,000	$0
			Construction	$0	$75,000
WB D Street to 9th Street (132) Right Turn Lane Improvements	3160	100728	PE	$35,000	$0
			Construction	$0	$168,395
Right Turn Lane on Southbound Prescott Road at Plaza Parkway	3160	100633	Construction	$0	$55,000
Right Turn Lane from Southbound McHenry Avenue to Westbound Briggsmore Avenue	3410	100632	PE	$25,000	$0
Pavement Rehabilitation of Tully Road and Orangeburg Avenue		TBD	PE	$30,000	$0
			Construction	$0	$770,000
TOTAL ADDITIONAL RSTP FUNDS:				$195,000	$1,068,395

TOTAL ADDITIONAL RSTP FUNDS FOR FFY 14/15 AND FFY 15/16	**$1,263,395**

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-149

RESOLUTION ACCEPTING CONGESTION MITIGATION AND AIR QUALITY (CMAQ) GRANT FUNDS REALLOCATED BY THE STANISLAUS COUNCIL OF GOVERNMENTS (STANCOG), ADMINISTRATIVE AMENDMENT #4, IN THE AMOUNT OF $276,498 AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE NECESSARY GRANT DOCUMENTS

WHEREAS, on April 27, 2015, Caltrans approved Administrative Amendment #4 to StanCOG's Federal Transportation Improvement Program (FTIP) reallocating $276,498 in Congestion Mitigation Air Quality (CMAQ) grant funds, and

WHEREAS, City staff worked diligently with StanCOG staff to effectively move forward with the programming of these reallocated funds, and

WHEREAS, staff added additional CMAQ funds to existing projects as noted on **Exhibit** B to use the appropriations in FFY 2014/15 and provide sufficient funds for these projects to complete construction.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves accepting CMAQ funds in the amount of $276,498.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the necessary grant documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 12th day of May, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT B - Reallocated CMAQ Funds to Existing Projects in FTIP Amendment #4

PROJECT NAME:	PROJECT FUND	PROJECT NUMBER	PROJECT PHASE	FUNDING SOURCE	AMOUNT
Kodiak Drive and Lincoln Oak Drive Roundabout	3410	100862	Construction	CMAQ	$66,397
				Additional STF*	$8,603
Upgrade Traffic Signals - 2013	3160	100634	Construction	CMAQ	$210,101

Total CMAQ Funds Re-Allocated	$276,498
Total Additional STF Funds Required	$8,603

*Additional STF Funds are required for this project to meet Local Match Requirements

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-150

RESOLUTION AMENDING THE FISCAL YEAR 2014/15 AND YEAR 2015/16 CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET IN THE AMOUNT OF $1,263,395

WHEREAS, on March 20, 2015, Stanislaus Council of Governments (StanCOG) notified local agencies in Stanislaus County that additional Regional Surface Transportation Program (RSTP) grant funds were available for FFY 2014/15 and FFY 2015/16. The additional funding available to the City of Modesto is $1,263.395, and

WHEREAS, City Staff worked diligently with StanCOG staff to effectively move forward with the programming of additional RSTP appropriations as show on **Exhibit** A, and

WHEREAS, as a result, the Fiscal Year 2014/15 and Fiscal Year 2015/16 Capital Improvement Program budget needs to be amended to reflect the addition of $1,263,395 RSTP appropriations.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2014/15 and the Fiscal Year 2015/16 Capital Improvement Program budgets in the amount of $1,263,395.

BE IT FURTHER RESOLVED that the Finance Director, or her designee, is hereby authorized to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 12th day of May, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT A - Additional RSTP Funds for FFY 14/15 and 15/16

PROJECT NAME:	PROJECT FUND	PROJECT NUMBER	PROJECT PHASE	ADDITIONAL RSTP FUNDS	
				FFY 14/15	FFY 15/16
Bus Turnout on Southbound Dale Road	3160	100727	ROW/Utilities	$75,000	$0
New Traffic Signals - 2015	3160	100870	PE	$30,000	$0
			Construction	$0	$75,000
WB D Street to 9th Street (132) Right Turn Lane Improvements	3160	100728	PE	$35,000	$0
			Construction	$0	$168,395
Right Turn Lane on Southbound Prescott Road at Plaza Parkway	3160	100633	Construction	$0	$55,000
Right Turn Lane from Southbound McHenry Avenue to Westbound Briggsmore Avenue	3410	100632	PE	$25,000	$0
Pavement Rehabilitation of Tully Road and Orangeburg Avenue		TBD	PE	$30,000	$0
			Construction	$0	$770,000
TOTAL ADDITIONAL RSTP FUNDS:				$195,000	$1,068,395

TOTAL ADDITIONAL RSTP FUNDS FOR FFY 14/15 AND FFY 15/16	$1,263,395

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-151

RESOLUTION AMENDING THE FISCAL YEAR 2014/15 CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET IN THE AMOUNT OF $285,101

WHEREAS, on April 27, 2015, Caltrans approved Administrative Amendment #4 to Stanislaus Council of Governments (StanCOG's) Federal Transportation Improvement Program (FTIP) reallocating $276,498 in Congestion Mitigation and Air Quality (CMAQ) grant funds, and

WHEREAS, City Staff worked diligently with StanCOG staff to effectively move forward with the programming of the reallocated CMAQ appropriations as show on **Exhibit** B, and

WHEREAS, as a result, the Fiscal Year 2014/15 Capital Improvement Program budget needs to be amended to reflect the addition of $276,498 CMAQ appropriations, and

WHEREAS, as a result of the Local Match Funds required for the project titled, "Kodiak Drive and Lincoln Oak Drive Roundabout", as shown on **Exhibit** B the Fiscal Year 2014/15 Capital Improvement Program budget needs to be amended to reflect the additional $8,603 in Surface Transportation funds required.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2014/15 and the Fiscal Year 2015/16 Capital Improvement Program budgets in the amount of $285,101.

BE IT FURTHER RESOLVED that the Finance Director, or her designee, is hereby authorized to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 12th day of May, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT B - Reallocated CMAQ Funds to Existing Projects in FTIP Amendment #4

PROJECT NAME:	PROJECT FUND	PROJECT NUMBER	PROJECT PHASE	FUNDING SOURCE	AMOUNT
Kodiak Drive and Lincoln Oak Drive Roundabout	3410	100862	Construction	CMAQ	$66,397
				Additional STF*	$8,603
Upgrade Traffic Signals - 2013	3160	100634	Construction	CMAQ	$210,101

Total CMAQ Funds Re-Allocated	$276,498
Total Additional STF Funds Required	$8,603

*Additional STF Funds are required for this project to meet Local Match Requirements

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-152

RESOLUTION APPROVING ONE NEW CAPITAL IMPROVEMENT PROJECT AND AMENDING THE CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET FOR FISCAL YEAR 2014/15 TO REALLOCATE $770,000 IN SURFACE TRANSPORTATION FUNDS

WHEREAS, on March 20, 2015, StanCOG notified local agencies in Stanislaus County that additional Regional Surface Transportation Program (RSTP) grant funds were available for FFY 2014/15 and FFY 2015/16, and

WHEREAS, the current Capital Improvement Program (CIP) project titled, "Collector and Arterial Streets Rehabilitation", is funded through the Surface Transportation Fund (STF), and

WHEREAS, City staff realized the opportunity to utilize $770,000 of the additional RSTP funds for a portion of this project, and

WHEREAS, allowing the reallocation of $770,000 in Surface Transportation Funds (STF) to one new Capital Improvement Project, titled "Safety Improvement Project" and,

WHEREAS, the "Safety Improvement Project" would install crosswalk beacons and school zone beacons, as shown on **Attachment** #1, and

WHEREAS, completion of these projects will assist in improving safety for all users of the transportation system.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Modesto that it hereby approves a new Capital Improvement project and the reallocation of Surface Transportation Funds (STF) in the amount of $770,000.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 12th day of May, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Safety Improvement Project List

4-17-15

Crosswalk Beacons

• Tuolumne Boulevard at Yosemite Avenue	$ 125,000
• Downey at I Street	$ 125,000
• Crows Landing Road at Amador Avenue	$ 140,000
• Virginia Corridor Phase 6 at Bowen Avenue	$ 25,000
• VC Phase 6 at Leveland Lane	$ 25,000
• VC Phase 6 at Rumble Road	$ 25,000

Other School Zone Beacons

• EB Tuolumne Boulevard west of MHS	$ 75,000
• WB Tuolumne Boulevard east of MHS	$ 75,000
• WB Paradise Road west of MHS	$ 75,000
• NB Carpenter Road south of CCHS	$ 75,000

Total = $770,000

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-153

RESOLUTION ACCEPTING THE WORK BY TIM PAXIN'S PACIFIC EXCAVATION, INC., FOR THE "NEW TRAFFIC SIGNALS - 2010 PROJECT" AS COMPLETE, AUTHORIZING THE CITY CLERK TO FILE A NOTICE OF COMPLETION WITH THE STANISLAUS COUNTY RECORDER UPON RECEIPT OF APPROVED WARRANTY BOND, TO RELEASE SECURITIES UPON EXPIRATION OF STATUTORY PERIODS, AND AUTHORIZING PAYMENT OF AMOUNTS TOTALING $539,519

WHEREAS, a report has been filed by the Director of Utilities that the New Traffic Signal - 2010 Project has been completed by Tim Paxin's Pacific Excavation, Inc. in accordance with the contract agreement dated May 13, 2014,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the New Traffic Signal - 2010 Project is hereby accepted as complete from said contractor, Tim Paxin's Pacific Excavation, Inc. and that the City Clerk is authorized to file a Notice of Completion with the Stanislaus County Recorder upon receipt of approved Warranty Bond, to release securities upon expiration of statutory periods, and that payment of amounts totaling $539,519 is authorized as provided in the contract.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 12th day of May, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-154

RESOLUTION ACCEPTING THE WORK BY TIM PAXIN'S PACIFIC EXCAVATION, INC., FOR THE "UPGRADE TRAFFIC SIGNALS - 2010 PROJECT" AS COMPLETE, AUTHORIZING THE CITY CLERK TO FILE A NOTICE OF COMPLETION WITH THE STANISLAUS COUNTY RECORDER UPON RECEIPT OF APPROVED WARRANTY BOND, TO RELEASE SECURITIES UPON EXPIRATION OF STATUTORY PERIODS, AND AUTHORIZING PAYMENT OF AMOUNTS TOTALING $868,950

WHEREAS, a report has been filed by the Director of Utilities that the Upgrade Traffic Signal - 2010 Project has been completed by Tim Paxin's Pacific Excavation, Inc. in accordance with the contract agreement dated July 8, 2014,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Upgrade Traffic Signal - 2010 Project is hereby accepted as complete from said contractor, Tim Paxin's Pacific Excavation, Inc. and that the City Clerk is authorized to file a Notice of Completion with the Stanislaus County Recorder upon receipt of approved Warranty Bond, to release securities upon expiration of statutory periods, and that payment of amounts totaling $868,950 is authorized as provided in the contract.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 12th day of May, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-155

RESOLUTION ACCEPTING THE WORK BY GEORGE REED, INC., FOR THE "BRIGGSMORE AVENUE REHABILITATION PROJECT" AS COMPLETE, AUTHORIZING THE CITY CLERK TO FILE A NOTICE OF COMPLETION WITH THE STANISLAUS COUNTY RECORDER UPON RECEIPT OF APPROVED WARRANTY BOND, TO RELEASE SECURITIES UPON EXPIRATION OF STATUTORY PERIODS, AND AUTHORIZING PAYMENT OF AMOUNTS TOTALING $1,478,581.

WHEREAS, a report has been filed by the Director of Utilities that the Briggsmore Avenue Rehabilitation Project has been completed by George Reed, Inc. in accordance with the contract agreement dated June 3, 2014,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Briggsmore Avenue Rehabilitation Project is hereby accepted as complete from said contractor, George Reed, Inc. and that the City Clerk is authorized to file a Notice of Completion with the Stanislaus County Recorder upon receipt of approved Warranty Bond, to release securities upon expiration of statutory periods, and that payment of amounts totaling $1,478,581 is authorized as provided in the contract.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 12th day of May, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-156

RESOLUTION AUTHORIZING THE DIRECTOR OF UTILITIES, OR HIS DESIGNEE, TO NEGOTIATEAN AGREEMENT WITH BARTLE WELLS ASSOCIATES (BWA) TO PERFORM A WATER RATE AND FEE STUDY

WHEREAS, the State Water Resources Control Board adopted Emergency Drought Regulations that will require that the City of Modesto reduce potable water consumption by 36 percent; and

WHEREAS, the City's water rates and fees were last adopted in 2004 and 2005, and may not reflect the current cost of providing operational services and meeting capital improvement and maintenance needs; and

WHEREAS, the decrease in water sales revenue as a result of the Emergency Drought Regulations may negatively impact the Water Fund debt service requirements; and

WHEREAS, the City currently does not have the staffing levels or expertise to develop and evaluate the City's complex Water Rate Fee structure; and

WHEREAS, therefore, staff is recommending the use of Bartle Wells Associates (BWA), a financial advisory and utility rate consulting firm, to complete a Water Rate and Fee study; and

WHEREAS, BWA was previously identified by a City selection committee as the most responsive and qualified consultant to conduct utility rate and fee studies following receipt of three (3) Statements of Qualifications/Proposals and interviews; and

WHEREAS, because there is a need to update the existing water rates, and because BWA was selected as the most qualified utility rate and fee firm, staff now recommends initiating negotiations with BWA to develop a new Water Rate and Fee

Study. If staff is successful in negotiations, the resultant agreement will be presented to City Council for review and approval.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves negotiations for an Agreement with Bartle Wells Associates to conduct a Water Rate and Fee Study.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 12th day of May, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-157

A RESOLUTION DIRECTING THE CITY CLERK TO SUBMIT TO THE VOTERS AT THE NEXT REGULAR MUNICIPAL ELECTION AN ADVISORY MEASURE RELATING TO THE EXTENSION OF SEWER IMPROVEMENTS TO SPECIFIED RESIDENTIALLY DEVELOPED UNINCORPORATED AREAS FOR WHICH AN ADVISORY VOTE ON THE QUESTION OF SEWER SERVICE EXTENSIONS IS REQUIRED BY MEASURE M

WHEREAS, on March 6, 1979, the voters enacted the Modesto Citizens' Advisory Growth Management Act (Measure A) which provides that the City Council of the City of Modesto shall not approve, authorize, or appropriate funds for the extension of any sewer trench without first holding an advisory election. Measure A defined "extension" as "the addition of sewer trunk capacity to permit expansion of urban development into the Urban Reserve area of the General Plan so as to require amendment of the General Plan." Thus, Measure A applies to properties that were designated Urban Reserve in the City's General Plan in effect at the time, and

WHEREAS, on November 4, 1997, the voters enacted the Modesto Citizens' Advisory Growth Management Act of 1995 (Measure M), which provides that the City Council of the City of Modesto shall not approve, authorize, or appropriate funds for sewer improvements without first holding an advisory election. Measure M also applies to areas that were designated Urban Reserve in the City's General Plan in effect at the time, and

WHEREAS, the 1995 update to the City's General Plan eliminated the Urban Reserve designation, and

WHEREAS, since the voters approved Measure A and Measure M, the City has conducted multiple advisory elections regarding the properties affected by the measures.

An advisory vote has not yet occurred for a number of other properties to which Measure A and Measure M apply. The remaining properties are dispersed and not all contiguous. Among the properties for which an advisory vote has not occurred are a number of residentially developed unincorporated areas within the jurisdiction of Stanislaus County. Some of those are "islands" surrounded by the City, others abut the City's jurisdictional boundaries, and all are within the City's sphere of influence. There may be vacant parcels within some of the residentially developed unincorporated areas, and

WHEREAS, in order to satisfy the requirements of Measure M the City Council of the City of Modesto desires to submit to the qualified electors of the City of Modesto, at the regular municipal election to be held on November 3, 2015, an advisory measure relating to the extension of sewer improvements to specified areas to which Measure M applies and for which an advisory vote has not yet been held. Those areas are primarily residentially developed unincorporated areas in which a small number of vacant parcels may be located,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto as follows:

SECTION 1. BALLOT MEASURE.

That pursuant to California Elections Code Section 9603 and as required by Measure M, the Council of the City of Modesto proposes to, and hereby does, on its own motion, submit to the qualified electors of the City of Modesto at a regular election to be held on November 3, 2015, an advisory measure relating to the extension of sewer improvements to specified residentially developed unincorporated areas to which Measure M applies and for which an advisory measure has not yet been held. As

specified below, the areas that are the subject of the advisory measure will be described in and shown on a map to be included in the sample ballot/voter information pamphlet for the November 3, 2015, election.

SECTION 2. INFORMATION TO BE INCLUDED IN SAMPLE BALLOT / VOTER INFORMATION PAMPHLET.

In the sample ballot/voter information pamphlet for the November 3, 2015, election shall be printed a description of the residentially developed unincorporated areas that are the subject of the advisory measure, including a map depicting the areas. The Planning Division of the Community and Economic Development Department is authorized and directed to prepare the summary and map, and the City Clerk is authorized and directed to forward the summary and map to the Stanislaus County Registrar of Voters. The summary shall be in addition to the City Attorney's impartial analysis, any primary or rebuttal arguments filed, and any other material required by law to be included in the sample ballot/voter information pamphlet.

SECTION 3. FORM OF BALLOT.

On the ballots to be used at said election, in addition to any other matter required by law to be printed thereon, shall be printed the following question relating to the proposal to extend sanitary sewer service:

MEASURE ___City of Modesto Sewer Service Extension Advisory Measure.

Do you want the City Council of the City of Modesto to extend sewer improvements to ten (10) specified residentially developed unincorporated areas, which may include undeveloped parcels, to which Measure M applies and for which an advisory vote has not yet been	Yes No	☐ ☐

conducted? The areas that are the subject of this advisory measure are described in and depicted on a map included in the sample ballot / voter information pamphlet.		

SECTION 4. CONDUCT OF ELECTION.

The advisory election hereby called shall be held and conducted, and the votes thereat canvassed and the returns thereof made, and the results thereof ascertained and determined as herein provided, and in all particulars not prescribed in this resolution, the advisory election shall be held as provided for in the City Charter, and in all particulars not provided for therein, the advisory election shall be held as provided by law for the holding of advisory elections and regular municipal elections in the city of Modesto and otherwise in accordance with the Elections Code of the State of California.

SECTION 5. CITY CLERK CERTIFICATION.

That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the Elections Department of the County of Stanislaus, and the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 12th day of May, 2015, by Councilmember Cogdill, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-158

A RESOLUTION AUTHORIZING THE MEMBERS OF THE CITY COUNCIL, OR ANY OF THEM, TO FILE WRITTEN ARGUMENTS IN FAVOR OF OR IN OPPOSITION TO THE ADVISORY MEASURE CONSIDERING THE EXTENSION OF SEWER IMPROVEMENTS TO SPECIFIED RESIDENTIALLY DEVELOPED UNINCORPORATED AREAS FOR WHICH AN ADVISORY VOTE ON THE QUESTION OF SEWER SERVICE EXTENSIONS IS REQUIRED BY MEASURE M

WHEREAS, the City Council has directed the City Clerk to submit to the voters at the next regular municipal election to be held on November 3, 2015, an advisory measure concerning the extension of sewer improvements to specified residentially developed unincorporated areas for which an advisory vote on the question of sewer service extensions is required by Measure M,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that pursuant to California Elections Code Section 9282 the members of the City Council, or any of them, are hereby authorized to file written arguments in favor of or in opposition to said measure and to change such arguments until and including the date and time after which no argument may be filed with the City Clerk.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 12th day of May, 2015, by Councilmember Cogdill, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-159

A RESOLUTION DIRECTING THE CITY CLERK TO TRANSMIT A COPY OF THE ADVISORY MEASURE CONSIDERING THE EXTENSION OF SEWER IMPROVEMENTS TO SPECIFIED RESIDENTIALLY DEVELOPED UNINCORPORATED AREAS FOR WHICH AN ADVISORY VOTE ON THE QUESTION OF SEWER SERVICE EXTENSIONS IS REQUIRED BY MEASURE M TO THE CITY ATTORNEY FOR THE PURPOSE OF PREPARING AN IMPARTIAL ANALYSIS OF SAID MEASURE

WHEREAS, the City Council has directed the City Clerk to submit to the voters at the next regular municipal election to be held on November 3, 2015, an advisory measure concerning the extension of sewer improvements to specified residentially developed unincorporated areas for which an advisory vote on the question of sewer service extensions is required by Measure M to the City Attorney for the purpose of preparing an impartial analysis of said measure,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the City Clerk is hereby directed pursuant to California Elections Code Section 9280 to transmit a copy of said measure to the City Attorney, who is hereby directed to prepare an Impartial Analysis of the measure showing the effect of the measure on existing law on the operation of the measure.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 12th day of May, 2015, by Councilmember Cogdill, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-160

RESOLUTION FINDING THAT THE FOLLOWING SUBSEQUENT PROJECT IS WITHIN THE SCOPE OF THE PROJECT COVERED BY THE MODESTO URBAN AREA GENERAL PLAN MASTER ENVIRONMENTAL IMPACT REPORT (SCH NO. 2007072023): 2015 URBAN GROWTH POLICY REVIEW, AS REQUIRED BY THE ADOPTED MODESTO URBAN AREA GENERAL PLAN "COMMUNITY GROWTH STRATEGY"

WHEREAS, on October 14, 2008, the City Council of the City of Modesto certified the Final Master Environmental Impact Report ("Master EIR") (SCH No. 2007072023) for the Modesto Urban Area General Plan, and

WHEREAS, the Modesto Urban Area General Plan, Community Growth Strategy, calls for review of growth trends in the Modesto Urban Area on a periodic basis, and

WHEREAS, the prior Urban Growth Policy Review was approved by the City Council on July 7, 2009, and

WHEREAS, the 2015 Urban Growth Policy Review contains a recommendation based on prior City Council action that a Measure M ballot measure be prepared for all of the unincorporated County islands that have not yet been the subject of such a ballot measure, and

WHEREAS, pursuant to Section 21157.1 of the Public Resources Code, the City of Modesto's Community & Economic Development Department prepared an Environmental Assessment Initial Study EA/C&ED 2015-07 ("Initial Study") which analyzed whether the subsequent project may cause any significant effect on the environment that was not examined in the Master EIR and whether the subsequent project was described in the Master EIR as being within the scope of the report, and

WHEREAS, in accordance with CEQA guidelines beginning on May 2, 2015, the City caused to be published a 10-day notice of the City's intent to make a finding that the subsequent project conforms with the Master EIR, and

WHEREAS, said matter was considered by the City Council at a duly noticed public hearing which was held on May 12, 2015, at 5:30 p.m., in the Tenth Street Place Chambers located at 1010 Tenth Street, Modesto, California,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Council has reviewed and considered the Initial Study prepared for the proposed 2015 Urban Growth Policy Review, a copy of which is **attached** hereto as **Exhibit** "A", and incorporated herein by reference, and based on substantial evidence in the Initial Study makes the following findings:

1. An Initial Study was prepared by the City of Modesto that analyzed whether the subsequent project may cause any significant effect on the environment that was not examined in the Master EIR and whether the subsequent project was described in the Master EIR as being within the scope of the report.

2. The subsequent project will have no additional significant effect on the environment, as defined in subdivision (d) of Section 21158 of the Public Resources Code, that was not identified in the Master EIR.

3. No new or additional mitigation measures or alternatives are required.

4. The subsequent project is within the scope of the project covered by the Master EIR.

5. All applicable policies, regulations, and mitigation measures identified in the Master EIR have been applied to the subsequent project or otherwise made conditions of approval of the subsequent project.

6. No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified, and no new information, which was not known and could not have been known at the time that the Master EIR was certified as complete, has become available.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that the Community & Economic Development Director is hereby authorized and directed to file a notice of approval or determination within five (5) business days with the Stanislaus County Clerk pursuant to Section 21152 of the Public Resources Code.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 12th day of May, 2015, by Councilmember Cogdill, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT A

Initial Study

EA/C&ED 2015-07

City of Modesto

Finding of Conformance to General Plan Master EIR:

Initial Study Environmental Checklist C&ED No. 2015-07

For the proposed:

2015 Urban Growth Policy Review UGR-15-001

Prepared by:
City of Modesto
Community & Economic Development Department
Planning Division

May 1, 2015

Updated: September 2013

City of Modesto
Master EIR Initial Study Environmental Checklist

I. PURPOSE

CEQA allows for the limited environmental review of subsequent projects under the City's Master Environmental Impact Report ("Master EIR" or "MEIR"). This Initial Study Environmental Checklist ("Initial Study") is used in determining whether the 2015 Urban Growth Policy Review Measure "M" Ballot Measure, UGR-15-001, is "within the scope" of the project analyzed in the Modesto Urban Area General Plan Master EIR (SCH# 2007072023) (Public Resources Code section 21157.1). When the Initial Study supports this conclusion, the City will issue a finding of conformance.

A subsequent project is "within the scope" of the Master EIR when:

1. it will have no additional significant effects on the environment that were not addressed as significant effects in the Master EIR; and

2. no new or additional mitigation measures or alternatives are required.

"Additional significant effects" means a project-specific effect that was not addressed as a significant effect in the Master EIR. [Public Resources Code Section 21158(d)]

The determination must be based on substantial evidence in the record. "Substantial evidence" means facts, reasonable assumptions predicated upon facts, or expert opinion based on facts. It does not include speculation or unsubstantiated opinion. (CEQA Guidelines Section 15384)

II. PROJECT DESCRIPTION

A. Title: 2015 Urban Growth Policy Review Measure "M" Ballot Measure

B. Address or Location: City of Modesto

C. Applicant: City of Modesto, 1010 Tenth Street, Modesto CA 95354

D. City Contact Person: Brad Wall, AICP, Principal Planner
Department: Community and Economic Development
Phone Number: 209.577.5273
E-mail address: bwall@modestogov.com

E. Current General Plan Designation(s): Residential

F. Project Description, including the project type listed in Section II.C (Anticipated Future Projects) of the Master EIR (Attach additional maps/support materials as needed for complete record):

The 2015 Urban Area Growth Policy Review Measure "M" advisory vote ballot measure described herein, below, could be placed on the November 2015 municipal election ballot measure for extension of sewer improvements. The project implements General Plan Community Growth Strategy policies for support and enhancement of neighborhoods and timely provision of infrastructure. The ballot measure, described below, is based on City Council direction to prepare a comprehensive Measure "M" ballot measure for the remaining

unincorporated County "island" areas. The proposed ballot measure would include the following planning areas located in the Baseline Developed Area of the City's General Plan: All residentially developed unincorporated areas, as shown on the attached Exhibit A.

G. Other Public Agencies Whose Approval is Required: None

III. FINDINGS/DETERMINATION (SELECT ONE ON THE BASIS OF THE ANALYSIS IN SECTION IV)

1. X Within the Scope - The project is within the scope of the Master EIR and no new environmental document or Public Resources Code Section 21081 findings are required. All of the following statements are found to be true:

A. The subsequent project will have no additional significant effect on the environment, as defined in subdivision (d) of Section 21158 of the Public Resources Code, that was not identified in the Master EIR.

B. No new or additional mitigation measures or alternatives are required.

C. The subsequent project is within the scope of the project covered by the Master EIR.

D. All applicable policies, regulations, and mitigation measures identified in the Master EIR have been applied to the subsequent project or otherwise made conditions of approval of the subsequent project.

E. No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified, and no new information, which was not known and could not have been known at the time that the Master EIR was certified as complete, has become available.

2. ___ Mitigated Negative Declaration Required - On the basis of the above determinations, the project is not within the scope of the Master EIR. A mitigated negative declaration will be prepared for the project. The following statements are all found to be true:

A. The subsequent project is within the scope of the project covered by the Master EIR.

B. All applicable policies, regulations, and mitigation measures identified in the Master EIR have been applied to the subsequent project or otherwise made conditions of approval of the subsequent project.

C. The project will have one or more potential new significant effects on the environment that were not addressed as significant effects in the Master EIR. New or additional mitigation measures are being required of the project that will reduce the effects to a less-than-significant level.

D. No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified, and no new information, which was not known and could not have been known at the time that the Master EIR was certified as complete, has become available.

3.____ **Focused EIR Required-** On the basis of the above determinations, the project is not within the scope of the Master EIR. A Focused EIR will be prepared for the project. All of the following statements are found to be true:

A. The subsequent project is within the scope of the project covered by the Master EIR.

B. All applicable policies, regulations, and mitigation measures identified in the Master EIR have been applied to the subsequent project or otherwise made conditions of approval of the subsequent project.

C. The project will have one or more new significant effects on the environment that were not addressed as significant effects in the Master EIR. New or additional mitigation measures or alternatives are required as a result.

D. No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified, and no new information, which was not known and could not have been known at the time that the Master EIR was certified as complete, has become available.

_____	Principal Planner	May 1, 2015
Project Manager	Title	Date

4. Within the Scope Analysis of this Document:

The Master EIR allows projects to be found within the scope of the MEIR if certain criteria are met. If the following statements are found to be true for all 21 impact categories included in this Initial Study, then the proposed project is addressed by the MEIR analysis and is within the scope of the MEIR. Any "No" response must be discussed.

		YES	NO
(1)	The lead agency for subsequent projects shall be the City of Modesto or a responsible agency identified in the Master EIR.	☒	☐
(2)	City policies which reduce, avoid, or mitigate environmental effects will continue to be in effect and, therefore, would be applied to subsequent projects where appropriate. The policies are described in the list of policies in place and mitigation measures attached to the Initial Study template. Project impacts would be mitigated to a less-than-significant level using MEIR mitigations only.	☒	☐
(3)	Federal, State, regional, and Stanislaus County regulations do not change in a manner that is less restrictive on development than current law (i.e., would not offer the same level of protection assumed under the Master EIR).	☒	☐
(4)	No specific information concerning the known or potential presence of significant resources is identified in future reports, or through formal or informal input received from responsible or trustee agencies or other qualified sources.	☒	☐
(5)	The development will occur within the boundaries of the City's planning area as established in this Urban Area General Plan.	☒	☐
(6)	Development within the project will comply with all appropriate mitigation measures contained and enumerated in the 2008 General Plan Master EIR.	☒	☐

5. Currency of the Master EIR Document

The MEIR should be reviewed on a regular basis to determine its currency, and whether additional analysis/mitigation should be incorporated into the MEIR via a Supplemental or Subsequent EIR (CEQA Section 21157.6). Staff has reviewed Sections 1 through 21 of this document in light of the criteria listed below to determine whether the MEIR is current. The analysis contained within the Master EIR is current as long as the following circumstances have not changed. Any "no" response must be explained.

		YES	**NO**
(1)	Certification of the General Plan Master EIR occurred less than five years prior to the filing of the application for this subsequent project.	☐	☒
(2)	This project is described in the Master EIR and its approval will not affect the adequacy of the Master EIR for any subsequent project because the City can make the following findings:	☒	☐
(a)	No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified.	☒	☐
(b)	No new information, which was not known and could not have been known at the time the Master EIR was certified as complete, has become available.	☒	☐
(c)	Policies remain in effect which require site-specific mitigation, and avoidance or other mitigation of impacts as a prerequisite to future development.	☒	☐

Discussion:

(1) The General Plan Master EIR was certified on October 14, 2008, so more than five years has passed since the MEIR was certified. However, the analysis contained in the MEIR is still adequate for subsequent projects, as documented in the discussion below.

(2) The project is consistent with the analysis contained in the MEIR. This is documented in the discussion of the individual issue areas of this initial study.

(2)(a) There have been no substantive changes to the General Plan since the MEIR was certified that would create additional significant environmental effects that were not analyzed by the MEIR.

(2)(b) There has been no new information that would affect the adequacy of the analysis contained in the MEIR.

(2)(c) All policies contained in the MEIR that require site-specific mitigation or avoidance of impacts remain in effect and will be applied to the project as appropriate.

IV. ENVIRONMENTAL ANALYSIS

This Initial Study, in accordance with Section 21157.1(b) of the Public Resources Code, discloses whether the proposed project may cause any project-specific significant effect on the environment that was not examined in the Final Master EIR (MEIR) for the General Plan and whether new or additional mitigation measures or alternatives may be required as a result. The Initial Study thereby documents whether or not the project is "within the scope" of the Master EIR.

Pursuant to Public Resources Code Section 21157.1, no new environmental document or findings are necessary for projects that are determined to be within the scope of the MEIR. Adoption of the findings specified in Section III.1, above after completion of the Initial Study fulfills the City's obligation in that situation.

All environmental effects cited reflect 2025 conditions resulting from the Urban Area General Plan, as identified in the Master EIR.

The environmental impact analysis in the Master EIR for the Urban Area General Plan is organized in twenty-one subject areas. The following analysis is based on the impact analyses contained in Chapter V of the Master EIR. For ease of reference, the sections are numbered in the same order as the analyses in Chapter V.

1. TRAFFIC AND CIRCULATION

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable traffic and circulation impacts expected after application of mitigations/policies:

Direct Impacts

Effect: Increased automobile traffic will result in roadway segments (see MEIR on Table 1-7, pages V-1-32 to V-1-34) operating at LOS D, Modesto's significance threshold for automobile traffic, or lower (LOS E or F).

Effect: The substantial increase in traffic relative to the existing load and capacity of the street system will cause, either individually or cumulatively, the violation of automobile service standards established by StanCOG's Congestion Management Plan for designated roads and highways.

Effect: A substantial increase in automobile vehicle miles traveled and automobile vehicle hours of travel and a decrease in average automobile vehicle speed (see MEIR Table 1-6, page V-1-31).

Cumulative Impacts

Effect: Potential for growth inducement or acceleration of development resulting from highway and local road projects.

Effect: Substantial increase in traffic in relation to the existing traffic load and capacity of the street system, including a violation, either individually or cumulatively, of an automobile LOS standard established by the Congestion Management Plan for designated roads and highways.

Effect: Increased demand for capacity-enhancing alterations to existing roads or automobile traffic reduction.

Other impact categories affected by Traffic and Circulation are addressed throughout this Initial Study (see also Section 2, Degradation of Air Quality; Section 3, Generation of Noise; Section 7 Loss of Sensitive Wildlife and Plant Habitat; Section 8, Disturbance of Archaeological/Historic Sites; Section 14 Increased Demand for Fire Services; Section 18, Energy; Section 19, Visual Resources; Section 20, Land Use and Planning, and Section 21, Climate Change).

b. Master EIR and/or New Mitigation Measures Applied to the Project

Traffic and Circulation mitigation measures pertinent to this project are found on MEIR pages V-1-9 through V-1-28. All mitigation measures appropriate to the project, including any new measures, will be incorporated into or made conditions of approval of this project and are listed in Section V, Mitigation Measures Applied to Project.

Discussion:
There are no relevant traffic-related mitigation measures to be applied from the MEIR. Furthermore, no new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-1.B of the Master EIR provides analysis of Traffic and Circulation impacts of development of the General Plan, the following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: A subsequent development project will have a new significant effect on the environment if it would exceed the following criteria:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
1. TRAFFIC AND CIRCULATION				
1) The proposed project exceeds traffic generation assumptions in the Master EIR for the site by 100 trips or more and City Engineering and Transportation staff has determined that the project would have additional potentially significant project-specific effects that are not avoided or reduced by the Master EIR's mitigation measures.	☐	☐	☐	☒
2) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?	☐	☐	☐	☒
3) The proposed project would cause additional roadway segments in the General Plan area to exceed LOS D and/or cause additional violations of standards in the Congestion Management Plan, and/or cause an increase in automobile vehicle miles or vehicle hours of travel or a decrease in automobile travel speed, as compared to the impacts disclosed in the Master EIR.	☐	☐	☐	☒
4) The proposed project would cause emergency response times to exceed acceptable standards established by the Fire Department, as compared to impacts disclosed in the Master EIR (see Section 14, Increased Demand for Fire Services).	☐	☐	☐	☒
5) The proposed project would result in less parking than required by the Municipal Code.	☐	☐	☐	☒
6) The proposed project would conflict with adopted policies, plans, or programs that support alternative transportation, including, but not limited to the Regional Transportation Plan, the Sustainable Communities Strategy, the Bicycle Action Plan, etc.	☐	☐	☐	☒
7) The proposed project would result in an increase in automobile vehicle miles traveled on a per capita basis, in excess of that considered in the Urban Area General Plan MEIR.	☐	☐	☐	☒

Discussion:
The proposal to place the residentially developed unincorporated areas on the ballot for an advisory Measure M vote would not cause any additional significant increase in traffic and circulation impacts beyond those previously identified in the MEIR. The ballot measure does not propose any changes to the circulation system of the General Plan analyzed by the MEIR and thus would not adversely affect the roadway or intersection capacity of the City's circulation system beyond what was identified in the MEIR. All potential adverse impacts related to traffic and circulation were analyzed by, and mitigation is provided in, the MEIR. The Existing Conditions, Impacts Analysis and Mitigation Measures listed in the MEIR for Traffic and Circulation Needs (pages V-1-1 through V-1-36) are, therefore, still valid.

2. DEGRADATION OF AIR QUALITY

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable air quality impacts expected after application of mitigations/policies:

Direct Impacts

Effect: Expected automobile traffic will result in increased operational emissions of reactive organic gases (ROG) and oxides of nitrogen (NO_X) (see MEIR Table 2-8, page V-2-27).

Effect: Expected automobile traffic will result in increased emissions of particulate matter 10 microns or less (PM_{10}) and 2.5 microns or less in diameter ($PM_{2.5}$) (see MEIR Table 2-8, page V-2-27).

Effect: Expected automobile traffic will result in increased carbon monoxide (CO) levels in the project area (see MEIR Table 2-7, page V-2-26, and Table 2-8, page V-2-27).

Cumulative Impacts

The Master EIR indicates the same impacts identified as direct impacts above will contribute to regional impacts on air quality for the criteria pollutants ROG, NO_X, PM_{10}, and $PM_{2.5}$.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Air quality mitigation measure(s) pertinent to the proposed project are found on pages V-2-13 through V-2-24 of the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project and are listed in Section V, Mitigation Measures Applied to Project.

Discussion:
There are no relevant air quality-related mitigation measures to be applied from the MEIR. Furthermore, no new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-2.B of the Master EIR is the analysis of air quality impacts resulting from development of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project -specific effect not analyzed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
2. DEGRADATION OF AIR QUALITY				
1) The proposed project exceeds the project-level emissions thresholds established for CO, ROG, NO_x, PM_{10}, and $PM_{2.5}$ by the San Joaquin Valley Air Pollution Control District (SJVUAPCD) and is not consistent with the development assumptions for the project site, as established in the Urban Area General Plan and Master EIR.	☐	☐	☐	☒
2) The proposed project does not incorporate the best management practices established by the SJVAPCD for CO, ROG, NO_x, PM_{10}, and $PM_{2.5}$.	☐	☐	☐	☒
3) The proposed project does not comply with the air quality policies in the Modesto Urban Area General Plan.	☐	☐	☐	☒
4) The proposed project would expose sensitive receptors to pollutant concentrations in excess of those expected to occur as a result of implementation of the Urban Area General Plan.	☐	☐	☐	☒
5) The proposed project would create objectionable odors affecting a substantial number of people.	☐	☐	☐	☒

Discussion:
The proposal to place the residentially developed unincorporated areas on the ballot for an advisory Measure M vote would not cause any additional degradation of air quality beyond that previously identified in the MEIR. All potential adverse impacts related to air quality were analyzed by, and mitigation provided in, the MEIR. The Existing Conditions, Impacts Analysis and Mitigation Measures listed in the MEIR for Degradation of Air Quality (pages V-2-1 through V-2-26) are, therefore, still valid.

3. GENERATION OF NOISE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable noise impacts expected after application of mitigations/policies:

Direct Impacts

Effect: Future automobile traffic noise levels and roadway construction and maintenance activities resulting from development of the Urban Area General Plan will exceed the City's noise thresholds at various locations, but particularly in areas adjacent to heavily traveled roadways (see MEIR Table 3-3, page V-3-10, and Figure VII-2 and Table 3-6, pages V-3-18 and V-3-19).

Effect: Expected noise from airport operations and airport construction projects may expose up to 468 dwellings and three churches to noise levels of 65 dB CNEL and up to eight dwellings to noise levels of 70 dB CNEL.

Effect: Expose noise-sensitive land uses to noise from the construction of bicycle and transit projects.

Effect: Expose noise-sensitive land uses to noise from freight and passenger rail operations.

Cumulative Impacts

Effect: Traffic from development in the City of Modesto would, when combined with traffic from new development in the County and other cities, contribute to a cumulative increase in roadside noise levels on major roads and highways throughout Stanislaus County.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Noise policies and mitigation measures pertinent to the project being analyzed in this Initial Study are found on pages V-3-11 through V-3-15 of the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project and any new measures are listed in Section V, Mitigation Applied to Project.

Discussion:
There are no relevant noise-related mitigation measures to be applied from the MEIR. Furthermore, no new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-3.B of the MEIR discloses noise impacts resulting from development of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project -specific effect not analyzed in the Master EIR.

Significance Criteria: Determination of the proposed project's effects are based on the following thresholds. Project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
3. GENERATION OF NOISE				
1) The proposed project will exceed the standards for noise level and hours of operation established by the Modesto noise ordinance.	☐	☐	☐	☒
2) The proposed project will not comply with the noise policies of, or otherwise be inconsistent with, the Modesto Urban Area General Plan.	☐	☐	☐	☒
3) The proposed project will result in an increase in ambient noise levels in the project vicinity above those disclosed in the Master EIR.	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
4) The proposed project will result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels disclosed in the Master EIR implementation of the Urban Area General Plan.	☐	☐	☐	☒

Discussion:
The proposal to place the residentially developed unincorporated areas on the ballot for a Measure M advisory vote would not cause additional generation of noise beyond that previously identified in the MEIR. All potential adverse impacts related to noise were analyzed by, and mitigation provided in, the MEIR. Therefore, the project will not create additional significant effects and Mitigation Measures listed in the MEIR for Generation of Noise (pages V-3-1 through V-3-22) are still valid.

4. EFFECTS ON AGRICULTURAL LANDS

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on agricultural lands expected after application of mitigations/policies:

Direct Impacts

Effect: Between 1995 and 2025, development of the Urban Area General Plan may convert up to approximately 26,000 acres of farmland in various categories in the Planned Urbanizing Area to urban uses.

Effect: Approximately 1,200 acres of urban development along a 28.5-mile boundary 350 feet wide between urban and agricultural uses could be affected by continued agricultural operations, including noise, dust, and chemical overspray or drift.

Cumulative Impacts

Effect: Growth within Modesto's planning area would contribute considerably to the loss of agricultural land within Stanislaus County, accounting for the conversion of as much as approximately 26,000 acres of farmland in various categories in the Planned Urbanizing Area from 1995 to 2025.

b. Master EIR and/or New Mitigation Measures Pertinent to the Project

Agricultural land mitigation measures pertinent to the proposed project are found on pages V-4-6 to and V-4-8 of the Master EIR. All mitigation measures appropriate to the project and any new mitigation to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project.

Discussion:
There are no relevant agriculture-related mitigation measures to be applied from the MEIR. Furthermore, no new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-4.B of the Master EIR discloses the impacts resulting from the implementation of the Urban Area General Plan on agricultural lands. The following is an analysis of whether the proposed project would result in a new, significant, project -specific effect not previously analyzed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
4. EFFECTS ON AGRICULTURAL LANDS				
1) The proposed project is inconsistent with the Urban Area General Plan's policies relating to agricultural land.	☐	☐	☐	☒
2) The proposed project will either directly or indirectly result in the development of land outside the 2008 Urban Area General Plan's planning area boundary.	☐	☐	☐	☒
3) The proposed project will conflict with existing zoning for agricultural use, or there is an existing Williamson Act contract on the project site.	☐	☐	☐	☒
4) The proposed project will involve other changes in the existing environment not anticipated in the Master EIR which, due to their location or nature, could result in conversion of farmland to non-agricultural use.	☐	☐	☐	☒

Discussion:

The proposal to place the residentially developed unincorporated areas on the ballot for a Measure M advisory vote would not cause additional loss of productive agricultural land beyond that previously identified in the MEIR. All potential adverse impacts related to the loss of productive agricultural land were analyzed by, and mitigation provided in, the MEIR. Therefore, the Existing Conditions, Impacts Analysis, and Mitigation Measures listed in the MEIR for Loss of Productive Agricultural Land (pages V-4-1 through V-4-13) are still valid.

5. INCREASED DEMAND FOR LONG-TERM WATER SUPPLIES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on long-term water supplies expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts have been disclosed in the Master EIR.

Cumulative Impacts

Effect: Operational yields of the Modesto and Turlock subbasins, both of which underlie the City of Modesto, are unknown, although the City is participating in a study with the United States Geological Survey in order to quantify the operational yields of both subbasins. Groundwater withdrawals from both basins by the City, when combined with other users' withdrawals, may result in overdrafting both subbasins.

Effect: Despite available options, during drought years, significant water shortages are forecast for the San Joaquin River basin, which includes both the Modesto and Turlock subbasins, by 2020. Modesto would make a cumulatively considerable contribution to the cumulative impact on water supply under drought conditions.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Water supply mitigation measures pertinent to the proposed project are found on pages V-5-6 through V-5-12 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:
There are no relevant water supply-related mitigation measures to be applied from the MEIR. Furthermore, no new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-5.B of the Master EIR discloses impacts on long-term water supplies resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
5. INCREASED DEMAND FOR LONG-TERM WATER SUPPLIES				
1) The proposed project is inconsistent with water supply policies in the Urban Area General Plan.	☐	☐	☐	☒
2) Water demand for the proposed project will exceed estimates for similar projects or for development on the project site anticipated in the Urban Area General Plan or sufficient water supplies are not otherwise available to serve the project from existing entitlements and resources.	☐	☐	☐	☒
3) The proposed project would deplete groundwater supplies to a greater degree than anticipated in the Urban Area General Plan or would interfere with groundwater recharge.	☐	☐	☐	☒

Discussion:
The proposal to place the residentially developed unincorporated areas on the ballot for a Measure M advisory vote would not cause additional increased demand for water supplies, beyond those previously identified in the MEIR. All potential adverse impacts related to increased demand for water supplies were analyzed by, and mitigation provided in, the MEIR. Therefore, the Existing Conditions, Impacts Analysis and Mitigation Measures listed in the MEIR for Increased Demand for Water Supplies (pages V-5-1 through V-5-16) are still valid.

6. INCREASED DEMAND FOR SANITARY SEWER SERVICES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on sanitary sewer services after application of mitigations/policies:

Direct Impacts

Effect: Development resulting from implementation of the Urban Area General Plan will require substantial new sewage treatment and disposal capacity, treatment plant improvements, sewer mains and collection lines, and pump stations. The Wastewater Master Plan anticipates the need for these facilities and its EIR evaluates the impact of developing those facilities. Potential impacts include degradation of water quality through erosion and chemical releases; localized flooding; construction noise; exposure of construction workers and the public to hazardous materials; and on the habitat of the elderberry longhorn beetle, burrowing owl, and Swainson's hawk, as well as certain other regulated habitats. All of these impacts are mitigated to a less-than-significant level.

Additional impacts that are not mitigated to a less-than-significant level include loss of farmland cause by construction of the Phase IA tertiary treatment facility at the Jennings Road Secondary Treatment Facility, an increase in pollutant loads from increased wastewater flows to the San Joaquin River, and an increase in noise and criteria air pollutants due to construction activities, including traffic.

Cumulative Impacts

Effect: No additional cumulative impacts were identified in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Sewer service mitigation measures pertinent to the proposed project are found on pages V-6-3 through V-6-8 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:
There are no relevant sanitary sewer-related mitigation measures to be applied from the MEIR. Furthermore, no new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-6.B of the Master EIR discloses impacts on the Increased Demand for Sanitary Sewer Service resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
6. INCREASED DEMAND FOR SANITARY SEWER SERVICES				
1) The proposed project is inconsistent with wastewater policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project will generate sewage flows greater than those anticipated in the Urban Area General Plan for the project site.	☐	☐	☐	☒
3) The proposed project will result in a determination by the wastewater treatment provider which serves or may serve the project that it has inadequate capacity to serve the project's projected demand in addition to the provider's existing commitments.	☐	☐	☐	☒

Discussion:
The proposal to place the residentially developed unincorporated areas on the ballot for a Measure M advisory vote would not cause additional increased demand for sanitary services beyond that previously identified in the MEIR. All potential adverse impacts related to increased demand for sanitary sewer services were analyzed by, and mitigation has been provided in, the MEIR. Therefore, the Existing Conditions, Impacts Analysis and Mitigation Measures listed in the MEIR for Increased Demand for Sanitary Sewer Services (pages V-6-1 through V-6-12) are still valid.

7. LOSS OF SENSITIVE WILDLIFE AND PLANT HABITAT

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on sensitive wildlife and plant habitat expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant impacts on sensitive wildlife and plan habitat are expected to occur with the application of the policies contained in the Urban Area General Plan.

Cumulative Impacts

Effect: Implementation of the Urban Area General Plan will contribute to the cumulative impact of habitat loss in the San Joaquin Valley. Requiring density development than has occurred in the past or that is expected in the future would minimize the City's contribution to the cumulative loss of habitat. Nonetheless, this is a significant and unavoidable impact.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Wildlife and plant habitat mitigation measures pertinent to the proposed project are found on pages V-7-17 through V-7-24 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

There are no relevant biologic resource-related mitigation measures to be applied from the MEIR. Furthermore, no new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-7.B of the Master EIR discloses impacts on the Loss of Sensitive Wildlife and Plant Habitat resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
7. LOSS OF SENSITIVE WILDLIFE AND PLANT HABITAT				
1) The project is inconsistent with the policies pertaining to the loss of sensitive wildlife and plant habitat contained in the Urban Area General Plan.	☐	☐	☐	☒
2) Consultation with the California DFG or the USFWS determines that the project would have a significant effect on a candidate, sensitive, or special status species in excess of the impact disclosed in the Master EIR.	☐	☐	☐	☒
3) The proposed project would have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act through direct removal, filling, hydrological interruption, or other means, in excess of the impact disclosed in the Master EIR.	☐	☐	☐	☒
4) The proposed project would substantially interfere with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.	☐	☐	☐	☒
5) Conflict with local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
6) The proposed project would conflict with provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan.	☐	☐	☐	☒

Discussion:
The proposal to place the residentially developed unincorporated areas on the ballot for a Measure M advisory vote would not cause additional disturbance of wildlife and plant habitat areas beyond that previously identified in the MEIR. All potential adverse impacts related to loss of sensitive wildlife and plant habitat were analyzed by, and mitigation has been provided in, the MEIR. Therefore, the Existing Conditions, Impact Analysis, and Mitigation Measures listed in the MEIR for Sensitive Wildlife and Plant Habitat, (pages V-7-1 through V-7-31) are, therefore, still valid.

8. DISTURBANCE OF ARCHAEOLOGICAL/HISTORICAL SITES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on archaeological/historical sites expected after application of mitigations/policies:

Direct Impacts

Effect: Modification resulting in a substantial adverse change in the significance of a historic resource or the demolition of a listed or eligible historic resource.

Effect: The modification or demolition of a structure more than 50 years in age may be significant.

Effect: Discovery of archaeological resources in areas outside of the riparian corridors, as a result of construction activities.

Effect: Construction in an area of high archaeological sensitivity.

Cumulative Impacts

Effect: No additional cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Archaeological or historic mitigation measures pertinent to the project being analyzed in this Initial Study are found on page V-8-16 through V-8-20 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project:

Discussion:
There are no relevant archaeological / historical resource-related mitigation measures to be applied from the MEIR. Furthermore, no new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-8.B of the MEIR discloses impacts on archaeological/historical resources resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project -specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
8. DISTURBANCE OF ARCHAEOLOGICAL/ HISTORICAL SITES				
1) The proposed project is inconsistent with the archaeological/historical resource policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would demolish a building eligible for listing as a historic resource or remove a landmark from the Modesto inventory.	☐	☐	☐	☒
3) The proposed project would modify or demolish a structure more than 50 years in age.	☐	☐	☐	☒
4) The project would adversely affect a cultural resource that is either listed or eligible for listing in the California Register of Historical Resources.	☐	☐	☐	☒
5) Conflict with local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.	☐	☐	☐	☒

Discussion:
The proposal to place the residentially developed unincorporated areas on the ballot for a Measure M advisory vote would not cause additional disturbance of archaeological and historic sites beyond that previously identified in the MEIR. The ballot measures do not propose any changes to the General Plan boundary or area analyzed by the MEIR. All potential adverse impacts related to disturbance of archaeological and historic sites were analyzed by, and mitigation has been provided in, the MEIR. Therefore, the Existing conditions, Impacts Analysis and Mitigation Measures listed in the MEIR for Disturbance of Archaeological or Historical Sites (pages V-8-1 through V-8-25) are still valid.

9. INCREASED DEMAND FOR STORM DRAINAGE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on storm drainage expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: The population of Stanislaus County is projected to increase in a fashion similar to that of Modesto, resulting in additional urban development and associated increases in impervious surface area and associated increases in storm water runoff. Cumulative hydrologic impacts of storm water flows from Modesto urban areas and other areas of the County could occur due to the fixed capacity of MID and TID irrigation canals to convey drainage west to the San Joaquin River. If drainage channels in some areas prove insufficient to handle the increased drainage discharges, existing storm water runoff from urban and agricultural areas during large storm events would have to be interrupted until water levels receded to a point allowing the resumption of discharges to the channel. Ceasing discharges to drainage channels could cause inundation in and around the drainage conveyance pipeline systems, surface drainage channels, detention basins, and other urban areas. This cumulative impact is considered significant and unavoidable.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Storm Drainage mitigation measures pertinent to the project being analyzed in this Initial Study are found on pages V-9-4 through V-9-9. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project:

Discussion:
There are no relevant storm drainage-related mitigation measures to be applied from the MEIR. Furthermore, no new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-9.B of the MEIR discloses impacts on the demand for storm drainage resulting from development of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
9. INCREASED DEMAND FOR STORM DRAINAGE				
1) The proposed project is inconsistent with the storm drainage policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or offsite, as compared to impacts anticipated to result from the Urban Area General Plan or create substantial unanticipated sources of polluted runoff.	☐	☐	☐	☒
3) The proposed project does not utilize Low Impact Development strategies to reduce runoff from the site and increase infiltration, resulting in no net increase in runoff before and after development.	☐	☐	☐	☒

Discussion:
The proposal to place the residentially developed unincorporated areas on the ballot for a Measure M advisory vote would not generate any additional demand for storm drainage facilities beyond that previously identified in the MEIR. All potential adverse impacts related to increased demand for storm drainage facilities were analyzed by, and mitigation provided in, the MEIR. The Existing Conditions, Impacts Analysis and Mitigation Measures listed in the MEIR for the Increased Demand for Storm Drainage (pages V-9-1 through V-9-13) are, therefore, still valid.

10. FLOODING AND WATER QUALITY

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on flooding and water quality expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Flooding and Water Quality mitigation measures pertinent to the project being analyzed in this Initial Study are found on pages V-10-6 through V-10-9 of the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project:

Discussion:
There are no relevant flooding and water quality-related mitigation measures to be applied from the MEIR. Furthermore, no new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-10.B of the Master EIR provides analysis of Flooding and Water Quality impacts of development of the General Plan, the following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not previously analyzed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
10. FLOODING AND WATER QUALITY				
1) The proposed project is inconsistent with the flooding and water quality policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project does not comply with the regulatory requirements of the federal Clean Water Act or the State Porter-Cologne Act.	☐	☐	☐	☒
3) The proposed project would place more housing within a 100-year flood hazard zone than assumed in the Urban Area General Plan.	☐	☐	☐	☒
4) The proposed project would place structure within a 100-year flood hazard area so that they would impede or redirect floodwater or would substantially alter the existing on-site drainage pattern or a watercourse, in such a way as to cause flooding on- or offsite.	☐	☐	☐	☒
5) The proposed project does not comply with Modesto's Guidance Manual for New Development Storm Water Quality Control Measures.	☐	☐	☐	☒
6) The proposed project would violate water quality standards or waste discharge requirements.	☐	☐	☐	☒
7) The proposed project would substantially alter the existing drainage pattern of the site or area or a watercourse in a manner that would result in substantial erosion or siltation on- or offsite in excess of the assumptions of the Urban Area General Plan.	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
8) The proposed project would create or contribute runoff, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff, not expected as part of Urban Area General Plan implementation.	☐	☐	☐	☒

Discussion:
The proposal to place the residentially developed unincorporated areas on the ballot for a Measure M advisory vote would not change the size or configuration of drainage, flood control or water quality facilities, not already identified in the MEIR. Therefore, the project will not create any new significant drainage, flooding or water quality impacts that were not previously identified in the MEIR. All potential adverse impacts related to drainage, flooding and water quality were analyzed by, and mitigation provided in, the MEIR. The Existing Conditions, Impacts Analysis and Mitigation Measures listed in the MEIR for Drainage, Flooding, and Water Quality (pages V-10-1 through V-10-15) are, therefore, still valid.

11. INCREASED DEMAND FOR PARKS AND OPEN SPACE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on parks and open space expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Parks and open space mitigation measures pertinent to the proposed project are found on pages V-11-3 through V-11-9 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project:

Discussion:
There are no relevant parks and open space-related mitigation measures to be applied from the MEIR. Furthermore, no new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-11.B of the MEIR discloses impacts of the Urban Area General Plan on parks and open space. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. Project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
11. INCREASED DEMAND FOR PARKS AND OPEN SPACE				
1) The proposed project is inconsistent with the parks and open space policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would eliminate parks or open space.	☐	☐	☐	☒
3) The proposed project would cause an increase in the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility in question would occur or be accelerated or the proposed project would include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment.	☐	☐	☐	☒

Discussion:
The proposal to place the residentially developed unincorporated areas on the ballot for a Measure M advisory vote would not generate any additional population beyond that identified in the MEIR that would use parks or open space facilities. All potential adverse impacts related to increased demand for Parks and Open Space were analyzed by, and mitigation is provided in, the MEIR. The Existing Conditions, Impacts Analysis and Mitigation Measures listed in the MEIR for the Increased Demand for Parks and Open Space (pages V-11-1 through V-11-13) are, therefore, still valid.

12. INCREASED DEMAND FOR SCHOOLS

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on school facilities expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR. By statute, the impact of new students is considered to be mitigated below a level of significance by payment of school impact fees and the exercise of any or all of the financing options set out in Government Code Section 65997.

Cumulative Impacts

Effect: Similar to direct impacts of implementation of the Urban Area General Plan, no residual significant direct impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Mitigation relies upon the implementation of the policies in place under the Modesto Urban Area General Plan. As long these policies are applied to all subsequent projects, no new mitigation is necessary. Further, payment of school impact fees and compliance with SB 50 is statutorily deemed to be full mitigation of school impacts (Government Code Section 65995).

The following schools mitigation measures on pages V-12-5 through V-12-7 of the Master EIR are pertinent to the proposed project. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project. Those measures are listed in Section V, Mitigation Applied to Project.

Discussion:
There are no relevant schools-related mitigation measures to be applied from the MEIR. Furthermore, no new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-12.B of the Master EIR discloses impacts resulting from implementation of the Urban Area General Plan associated with increased demand for schools. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
12. INCREASED DEMAND FOR SCHOOLS				
1) The proposed project is inconsistent with the policies relating to schools in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project does not comply with SB 50/Proposition 1A funding provisions, or succeeding measures which state that compliance results in less-than-significant impacts on schools.	☐	☐	☐	☒

Discussion:
The proposal to place the residentially developed unincorporated areas on the ballot for a Measure M advisory vote would not generate any additional population, which would increase the demand for school facilities, beyond that previously identified in the MEIR. All potential adverse impacts related to increased demand for schools were analyzed by, and mitigation is provided in, the MEIR. Thus, the Existing Conditions, Impacts Analysis and Mitigation Measures listed in the MEIR for Increased Demand for Schools (pages V-12-1 through V-12-11) are still valid.

13. INCREASED DEMAND FOR POLICE SERVICES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on police services expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Police services mitigation measures pertinent to the proposed project are found on pages V-13-2 through V-13-5 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:
There are no relevant police services-related mitigation measures to be applied from the MEIR. Furthermore, no new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-13.B of the Master EIR discloses impacts on police services resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
13. INCREASED DEMAND FOR POLICE SERVICES				
1) The proposed project is inconsistent with policies relating to police services in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would result in the need for new or significantly altered facilities not considered as part of the Urban Area General Plan or Master EIR which could cause new significant environmental impacts in order to maintain acceptable service ratios, response times, or other performance objectives.	☐	☐	☐	☒

Discussion:
The proposal to place the residentially developed unincorporated areas on the ballot for a Measure M advisory vote would not generate any additional population beyond that previously identified in the MEIR. Similarly, the ballot measures do not propose any changes to the gross acreage or General Plan area analyzed by the MEIR. All potential adverse impacts related to increased demand for police services were analyzed by, and mitigation is provided in, the MEIR. The Existing Conditions, Impacts Analysis and Mitigation Measures listed in the MEIR for the Increased Demand for Police Services (pages V-13-1 through V-13-8) are, therefore, still valid.

14. INCREASED DEMAND FOR FIRE SERVICES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on fire services expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Fire Services mitigation measure(s) pertinent to the project being analyzed in this Initial Study are found on pages V-14-4 through V-14-7 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:
There are no relevant fire services-related mitigation measures to be applied from the MEIR. Furthermore, no new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-14.B of the Master EIR discloses impacts on fire services resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
14. INCREASED DEMAND FOR FIRE SERVICES				
1) The proposed project is inconsistent with the fire service policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would result in the need for new or significantly altered facilities not considered as part of the Urban Area General Plan or Master EIR which could cause new significant environmental impacts in order to maintain acceptable service ratios, response times, or other performance objectives.	☐	☐	☐	☒
3) The proposed project, based upon substantial evidence, would cause the erosion or elimination of fire protection services in adjoining fire protection districts.	☐	☐	☐	☒

Discussion:
The proposal to place the residentially developed unincorporated areas on the ballot for a Measure M advisory vote would not generate any additional population beyond that previously identified in the MEIR. Similarly, the ballot measures do not propose any changes to the gross acreage or General Plan area analyzed by the MEIR. All potential adverse impacts related to increased demand for Fire services were analyzed by, and mitigation is provided in, the MEIR. The Existing Conditions, Impacts Analysis and Mitigation Measures listed in the MEIR for the Increased Demand for Fire Services (pages V-14-1 through IV-14-11) are, therefore, still valid.

15. GENERATION OF SOLID WASTE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on solid waste expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Solid waste mitigation measures pertinent to the proposed project are found on pages V-15-4 through V-15-7 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project.

Discussion:
There are no relevant solid waste-related mitigation measures to be applied from the MEIR. Furthermore, no new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-15.B of the Master EIR discloses solid waste impacts resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. Project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
15. GENERATION OF SOLID WASTE				
1) The project is inconsistent with the solid waste policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The County is unable to expand its solid waste disposal capacity, as expected, causing all new development to result in cumulative impacts on the County's disposal capacity.	☐	☐	☐	☒

Discussion:
The proposal to place the residentially developed unincorporated areas on the ballot for a Measure M advisory vote would not generate any additional population beyond that identified in the MEIR. Similarly, the ballot measures do not propose any changes to the gross acreage or General Plan area analyzed by the MEIR. All potential adverse impacts related to generation of solid waste and related services were analyzed by, and mitigation is provided in, the MEIR. The Existing Conditions, Impacts Analysis and Mitigation Measures listed in the MEIR for the Generation of Solid Waste (pages V-15-1 through V-15-10) are, therefore, still valid.

16. GENERATION OF HAZARDOUS MATERIALS

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts regarding hazardous materials expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Hazardous materials mitigation measures pertinent to the proposed project are found on pages V-16-8 through V-16-13 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

There are no relevant hazardous materials-related mitigation measures to be applied from the MEIR. Furthermore, no new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-16.B of the Master EIR discloses impacts on hazardous materials resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
16. GENERATION OF HAZARDOUS MATERIALS				
1) The project is inconsistent with the hazardous materials policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.	☐	☐	☐	☒
3) The proposed project would be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and as a result, would create a significant hazard to the public or the environment.	☐	☐	☐	☒
4) The proposed project would be constructed on a contaminated site not known to the State of California as of March 2008.	☐	☐	☐	☒

Discussion:

The proposal to place the residentially developed unincorporated areas on the ballot for a Measure M advisory vote would not generate any additional population or development beyond that identified in the MEIR that would result in increased generation of hazardous materials. All potential adverse impacts related to generation of hazardous materials were analyzed by, and mitigation is provided in, the MEIR. The Existing Conditions, Impacts analysis and Mitigation Measures listed in the MEIR for the Generation of Hazardous Materials (pages V-16-1 through V-16-16) are, therefore, still valid.

17. GEOLOGY, SOILS, AND MINERAL RESOURCES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts related to geology, soils, and mineral resources expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Geology, soils, and mineral resource mitigation measures pertinent to the proposed project are found on pages V-17-9 and V-17-10 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of the proposed project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:
There are no relevant geology, soils and/or mineral resources-related mitigation measures to be applied from the MEIR. Furthermore, no new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-17.B of the Master EIR discloses geology, soils, and mineral resource impacts resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. Project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
17. GEOLOGY, SOILS, AND MINERAL RESOURCES				
1) The project is inconsistent with policies relating to geology, soils, and mineral resources contained in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would expose people or structures to potential substantial adverse effects including the risk of loss, injury, or death involving fault rupture, strong seismic activity; location on an expansive soil; result in the loss of topsoil; location on soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
systems in areas where sewers are not available for the disposal of wastewater; result in the loss of known mineral resources that would be of value to the region and the state; or result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan.				

Discussion:
The proposal to place the residentially developed unincorporated areas on the ballot for a Measure M advisory vote would not generate any additional population or development beyond that identified in the MEIR that would result in increased exposure to landslides and seismic activity. All potential adverse impacts related to exposure to landslides and seismic activity were analyzed by, and mitigation is provided in, the MEIR. The Existing Conditions, Impacts Analysis and Mitigation Measures listed in the MEIR for Landslide and Seismic Activity (pages V-17-1 through V-17-16) are, therefore, still valid.

18. ENERGY

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts pertaining to energy expected after application of mitigations/policies:

Direct Impacts

Effect: Continued development in the Planned Urbanizing Area would have an impact on available energy supplies. Energy consumption likely would increase substantially by 2025 as a result of implementation of the Urban Area General Plan.

Cumulative Impacts

Effect: Implementation of the Urban Area General Plan will have a cumulatively considerable impact on energy consumption.

b. Master EIR and/or New Mitigation Measures Applied to the Project

The following energy mitigation measures pertinent to the proposed project are found on pages V-18-2 through V-18-8 in the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project. Those measures will be listed in Section V, Mitigation Applied to Project.

Discussion:
There are no relevant energy-related mitigation measures to be applied from the MEIR. Furthermore, no new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-18.B of the Master EIR discloses impacts of implementing the Urban Area General Plan on energy resources. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
18. ENERGY				
1) The proposed project is inconsistent with policies relating to energy in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would result in energy consumption during construction, operation, maintenance, or removal that is more wasteful, inefficient, and unnecessary than assumed in the Urban Area General Plan.	☐	☐	☐	☒

Discussion:

The proposal to place the residentially developed unincorporated areas on the ballot for a Measure M advisory vote would not generate any additional population or development beyond that previously identified in the MEIR that would result in increased demand for energy. All potential adverse impacts related to increased demand for energy were analyzed by, and mitigation is provided in, the MEIR. The Existing Conditions, Impacts Analysis and the Mitigation Measures listed in the MEIR for Energy (pages V-18-1 through V-18-12) are, therefore, still valid. Mitigation Measures applicable to traffic and air quality would also help to mitigate energy impacts. The project will have no effect on the Modesto Urban Area General Plan energy policies.

19. EFFECTS ON VISUAL RESOURCES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on visual resources expected after application of mitigations/policies:

Direct Impacts

Effect: New development in the Planned Urbanizing Area will occur in areas that are in agricultural production or are otherwise lightly developed, which could lead to the introduction of light and glare in areas that have little nighttime illumination.

Cumulative Impacts

Effect: No additional cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

The following visual resources mitigation measures pertinent to the proposed project are found on pages V-19-3 and V-19-4 in the Master EIR. All mitigation measures appropriate to the proposed project will be incorporated into or made conditions of approval of this project. Those measures will be listed in Section V, Mitigation Applied to Project.

Discussion:

There are no relevant visual resources-related mitigation measures to be applied from the MEIR. Furthermore, no new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-18.B of the Master EIR discloses impacts of implementing the Urban Area General Plan on energy resources. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
19. EFFECTS ON VISUAL RESOURCES				
1) The proposed project is inconsistent with policies relating to visual resources in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would degrade views from riverside areas and parks to a greater degree than assumed in the Urban Area General Plan.	☐	☐	☐	☒
3) The proposed project would degrade views of riverside areas from public roadways and nearby properties to a greater degree than assumed in the Urban Area General Plan.	☐	☐	☐	☒

Discussion:

The proposal to place the residentially developed unincorporated areas on the ballot for a Measure M advisory vote would not generate any impacts related to visual resources beyond those previously identified in the MEIR. All potential adverse impacts related to visual resources were analyzed by, and mitigation is provided in, the MEIR. The Existing Conditions, Impacts Analysis and Mitigation Measures listed in the MEIR for Visual Resources (pages V-19-1 through V-19-9) are, therefore, still valid.

20. LAND USE AND PLANNING

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts pertaining to land use and planning expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

The following land use and planning mitigation measures pertinent to the proposed project are found on pages V-20-6 through V-20-17 in the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project. Those measures will be listed in Section V, Mitigation Applied to Project.

Discussion:
There are no relevant land use and planning-related mitigation measures to be applied from the MEIR. Furthermore, no new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-20.B of the Master EIR discloses impacts of implementing the Urban Area General Plan on land use and planning. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
20. LAND USE AND PLANNING				
1) The proposed project is inconsistent with land use and planning policies in the General Plan.	☐	☐	☐	☒
2) The proposed project contains elements that would physically divide an established community in a way not assumed in the Urban Area General Plan.	☐	☐	☐	☒
3) The proposed project conflicts with a land use plan, policy or regulation established for the purpose of avoiding or mitigating an environmental impact by an agency that has jurisdiction over the proposed project.	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
4) The proposed project conflicts with an applicable habitat conservation plan or natural community conservation plan.	☐	☐	☐	☒

Discussion:
The proposal to place the residentially developed unincorporated areas on the ballot would not generate any additional population or development beyond that previously identified in the MEIR that would result in increased land use and planning impacts. Similarly, the ballot measures do not propose any changes to the gross acreage or General Plan area analyzed by the MEIR. All potential adverse impacts related to increased land use and planning impacts were analyzed by, and mitigation is provided in, the MEIR. The Existing Conditions, Impacts Analysis and Mitigation Measures listed in the MEIR for Land Use and Planning (pages V-20-1 through V-20-22) are, therefore, still valid.

21. CLIMATE CHANGE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts pertaining to climate change expected after application of mitigations/policies:

Direct Impacts

Effect: Impacts resulting from implementation of the Urban Area General Plan are not substantial enough to result in a significant direct impact on climate change, as disclosed in the Master EIR.

Cumulative Impacts

Effect: Implementation of the Urban Area General Plan will have a cumulatively considerable impact on climate change.

b. Master EIR and/or New Mitigation Measures Applied to the Project

The following climate change mitigation measures pertinent to the proposed project are found on pages V-21-7 through V-21-10 in the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project. Those measures will be listed in Section V, Mitigation Applied to Project.

Discussion:
There are no relevant climate change-related mitigation measures to be applied from the MEIR. Furthermore, no new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-18.B of the Master EIR discloses impacts of implementing the Urban Area General Plan on climate change. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
21. CLIMATE CHANGE				
1) The proposed project is inconsistent with policies relating to climate change in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would result in average automobile trip lengths or CO_2 emissions higher than those assumed in the Master EIR.	☐	☐	☐	☒
3) The proposed project would conflict with the Sustainable Communities Strategy or Alternative Planning Strategy that the Air Resources Board has agreed will achieve the goals of AB 32.	☐	☐	☐	☒

Discussion:
The proposal to place the residentially developed unincorporated areas on the ballot for a Measure M advisory vote would not generate any additional population or development beyond that identified in the MEIR that would result in increased climate change impacts. Similarly, the ballot measures do not propose any changes to the gross acreage or General Plan area analyzed by the MEIR. All potential adverse impacts related to increased climate change impacts were analyzed by, and mitigation is provided in, the MEIR. The Existing Conditions, Impacts Analysis and Mitigation Measures listed in the MEIR for Land Use and Planning (pages V-21-1 through V-21-11) are, therefore, still valid.

V. MITIGATION MEASURES APPLIED TO THE PROPOSED PROJECT

If the Initial Study results in the determination that a Finding of Conformance can be adopted for the proposed project Section A, below, applies. If the Initial Study results in the determination that a Finding of Conformance cannot be adopted and a Mitigated Negative Declaration/EIR must be prepared for the project then Section B, below applies.

A. Master EIR Mitigation Measures Applied to the Project

Pursuant to Public Resources Code Section 21157.1(c), in order for a Finding of Conformance to be made, all appropriate mitigation measures from the Master EIR shall be incorporated into the proposed project. Urban Area General Plan Policies/Master EIR mitigation measures shall be made part of the proposed project prior to approval by means of conditions of project approval or incorporation into the appropriate document or plan. In this instance, there are no mitigation measures to apply.

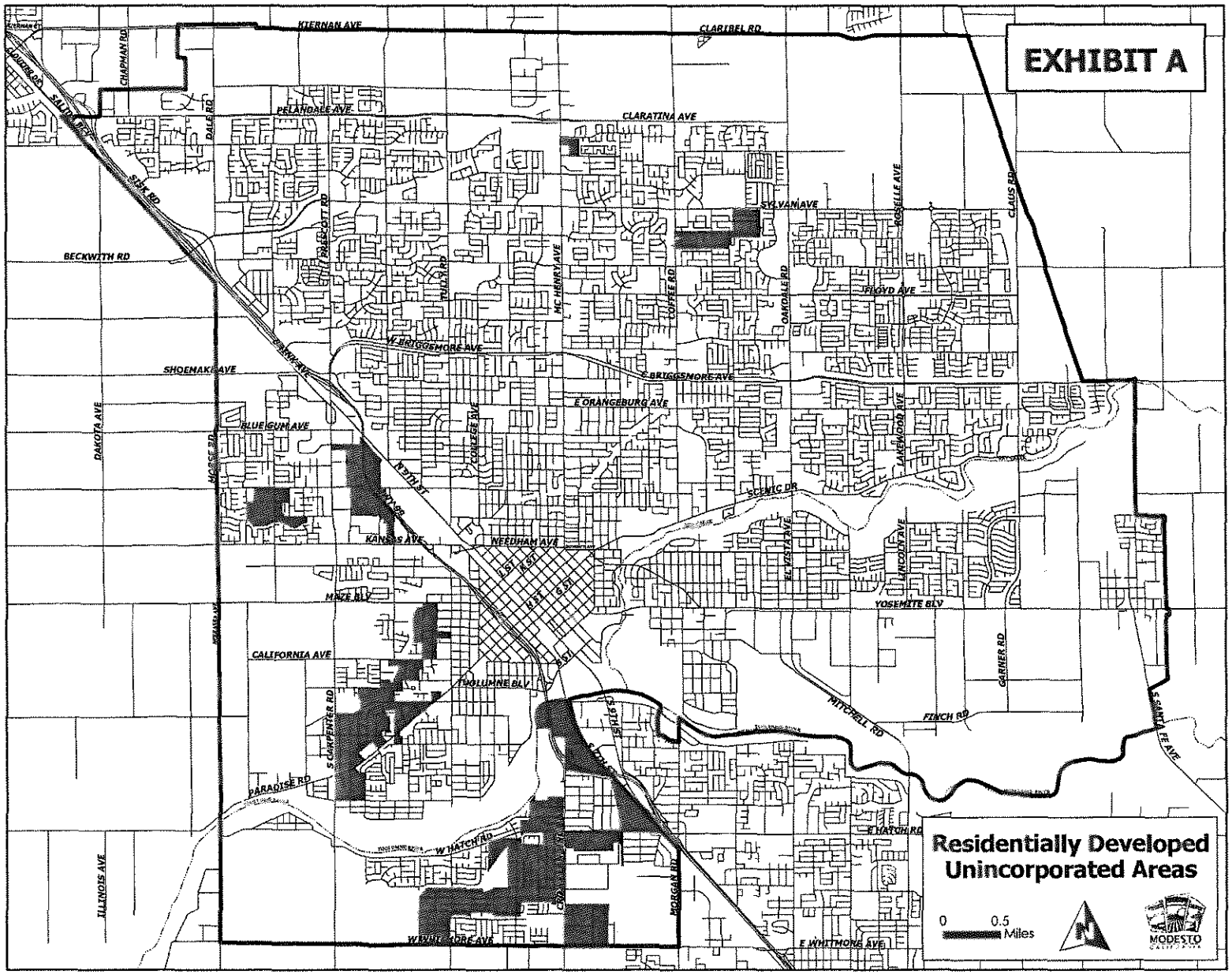


EXHIBIT A
Residentially Developed Unincorporated Areas
0 0.5 Miles
MODESTO
KIERNAN AVE
CLARIBEL RD
PELANDALE AVE
CLARATINA AVE
SYLVAN AVE
FLOYD AVE
BECKWITH RD
SHOEMAKE AVE
W BRIGGSMORE AVE
E BRIGGSMORE AVE
E ORANGEBURG AVE
BLUE GUM AVE
SCENIC DR
KANSAS AVE
NEEDHAM AVE
MAZE BLV
YOSEMITE BLV
CALIFORNIA AVE
TUOLUMNE BLV
FINCH RD
MITCHELL RD
PARADISE RD
W HATCH RD
E HATCH RD
E WHITMORE AVE
W WHITMORE AVE
DAKOTA AVE
ILLINOIS AVE
MORGAN RD
GARNER RD
S SANTA FE AVE
CLAUS RD
ROSELLE AVE
OAKDALE RD
COFFEE RD
MC HENRY AVE
TULLY RD
PRESCOTT RD
DALE RD
CHAPMAN RD
SISK RD
S CARPENTER RD
S 9TH ST
N 9TH ST
COLLEGE AVE
LAKEWOOD AVE
LINCOLN AVE
EL VISTA AVE
MORSE RD
I ST
K ST
M ST
G ST
S ST

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-161

RESOLUTION FINDING THAT THE FOLLOWING SUBSEQUENT PROJECT IS WITHIN THE SCOPE OF THE PROJECT COVERED BY THE MODESTO URBAN AREA GENERAL PLAN MASTER ENVIRONMENTAL IMPACT REPORT (SCH NO. 2007072023): CODE AMENDMENT AND REZONE FOR DOWNTOWN MODESTO BASED ON FORM-BASED CODE PRINCIPLES (CITY OF MODESTO)

WHEREAS, on October 14, 2008, the City Council of the City of Modesto certified the Final Master Environmental Impact Report ("Master EIR") (SCH No. 2007072023) for the Modesto Urban Area General Plan, and

WHEREAS, the City of Modesto has proposed a code amendment and rezone for downtown Modesto based on form-based code principles, and

WHEREAS, pursuant to Section 21157.1 of the Public Resources Code, the City of Modesto's Community & Economic Development Department prepared an Environmental Assessment Initial Study EA/C&ED 2015-03 ("Initial Study") which analyzed whether the subsequent project may cause any significant effect on the environment that was not examined in the Master EIR and whether the subsequent project was described in the Master EIR as being within the scope of the report, and

WHEREAS, in accordance with CEQA guidelines beginning on April 8, 2015, the City caused to be published a 20-day notice of the City's intent to make a finding that the subsequent project conforms with the Master EIR, and

WHEREAS, said matter was considered by the City Council at a duly noticed public hearing which was held on May 12, 2015, at 5:30 p.m., in the Tenth Street Place Chambers located at 1010 Tenth Street, Modesto, California,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Council has reviewed and considered the Initial Study prepared for the proposed code amendment and rezone for downtown Modesto based on form-based code principles, a copy of which is **attached** hereto as **Exhibit** "A", and incorporated herein by reference, and based on substantial evidence in the Initial Study makes the following findings:

1. An Initial Study was prepared by the City of Modesto that analyzed whether the subsequent project may cause any significant effect on the environment that was not examined in the Master EIR and whether the subsequent project was described in the Master EIR as being within the scope of the report.

2. The subsequent project will have no additional significant effect on the environment, as defined in subdivision (d) of Section 21158 of the Public Resources Code, that was not identified in the Master EIR.

3. No new or additional mitigation measures or alternatives are required.

4. The subsequent project is within the scope of the project covered by the Master EIR.

5. All applicable policies, regulations, and mitigation measures identified in the Master EIR have been applied to the subsequent project or otherwise made conditions of approval of the subsequent project.

6. No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified, and no new information, which was not known and could not have been known at the time that the Master EIR was certified as complete, has become available.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that the Community & Economic Development Director is hereby authorized and directed to file a notice of approval or determination within five (5) business days with the Stanislaus County Clerk pursuant to Section 21152 of the Public Resources Code.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 12th day of May, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Zoslocki, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT A

Initial Study

EA/C&ED 2015-03

City of Modesto

Finding of Conformance to General Plan Master EIR:

Initial Study Environmental Checklist C&ED No. 2015-03

For the proposed:

Downtown Form-Based Code (Code Amendment and Rezone)

Prepared by:
City of Modesto
Community & Economic Development Department
Planning Division

25 February 2015

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City of Modesto
Master EIR Initial Study Environmental Checklist

I. PURPOSE

CEQA allows for the limited environmental review of subsequent projects under the City's Master Environmental Impact Report ("Master EIR" or "MEIR"). This Initial Study Environmental Checklist ("Initial Study") is used in determining whether the Downtown Form-Based Code, the proposed project, is "within the scope" of the project analyzed in the Modesto Urban Area General Plan Master EIR (SCH# 2007072023) (Public Resources Code section 21157.1). The proposed project includes a code amendment and rezone affecting downtown Modesto. When the Initial Study supports this conclusion, the City will issue a finding of conformance.

A subsequent project is "within the scope" of the Master EIR when:

1. it will have no additional significant effects on the environment that were not addressed as significant effects in the Master EIR; and

2. no new or additional mitigation measures or alternatives are required.

"Additional significant effects" means a project-specific effect that was not addressed as a significant effect in the Master EIR. [Public Resources Code Section 21158(d)]

The determination must be based on substantial evidence in the record. "Substantial evidence" means facts, reasonable assumptions predicated upon facts, or expert opinion based on facts. It does not include speculation or unsubstantiated opinion. (CEQA Guidelines Section 15384)

This document is tiered from both the 2008 Urban Area General Plan Master EIR (SCH #2007072023) and the Modesto Redevelopment Master Plan Program EIR (SCH # 2006071118).

II. PROJECT DESCRIPTION

A. Title: Downtown Form-Based Code

B. Address or Location: The project is located within the approximately 516-acre area bounded by Downey Avenue and Needham Street on the north; 9th Street, L Street, S. Washington Street, and 1st Street on the west; Sierra Drive, 5th Street, E Street, 6th Street, F Street, and 9th Street on the south; and D Street and Burney Street on the east (**Exhibit 1**).

Minor revisions are proposed to the approximately 185 acres of existing Downtown Core zone inscribed within the larger project area and bounded by L Street, 6th Street, F Street, 12th Street, G Street, 14th Street, 14th Street, K Street, and 12th Street (**Exhibit 1**).

C. Applicant: City of Modesto
Community & Economic Development Department
1010 10th Street
Modesto, CA 95354

D. City Contact Person: Patrick Kelly, Planning Manager

Project Manager: Patrick Kelly, Planning Manager
Department: Community & Economic Development Department, Planning Division
Phone Number: 209.577.5267
E-mail address: pkelly@modestogov.com

E. Current General Plan Designation(s): RPD, Redevelopment Planning District

F. Current Zoning Classification(s): Various. Includes R-2, R-3, P-O, C-1, C-2, C-M, M-1, P-D(83), P-D(95), P-D(101), P-D(119), P-D(139), P-D(143), P-D(258), P-D(325), P-D(370), P-D(380), P-D(389), P-D(417),P-D(430), P-D(443), P-D(492), P-D(523), P-D(536), P-D(563), P-D(594), Downtown Core-Central District, Downtown Core-Transition District, and Downtown Core-Buffer District (**Exhibits 2 and 3**.)

G. Surrounding Land Uses:
- North: Residential, office, small-scale commercial development
- South: Residential, industrial, and commercial, development and food-processing
- East: Residential, medical office, small-scale office and commercial development
- West: Residential and small-scale commercial development

H. Project Description, including the project type listed in Section II.C (Anticipated Future Projects) of the Master EIR:

The proposed project is an Anticipated Future Project described in the General Plan Master EIR (SCH #2007072023) in Section II.C, item 5, Zoning, which allows the City of Modesto to initiate rezoning efforts in order to implement the General Plan. Additionally, the proposed project is identified in the Redevelopment Master Plan Action Matrix, items 4.19 and 4.20, which was analyzed as part of Program EIR (SCH # 2006071118), and found to be within the scope of the General Plan MEIR in Section II.C, item 10, Redevelopment Plan.

* * *

The proposed project includes a code amendment using form-based code principles and a rezone that would apply to that portion of the downtown area described on **Exhibit 1** that is currently regulated by Modesto's conventional, use-based zoning. The proposed code would change the focus of regulation from use to building design and location on the lot. The proposed code is organized into four new areas: Urban General Downtown, Main Street Downtown, East Neighborhood Downtown, and Traditional Neighborhood Downtown. The draft code, which specifies the proposed regulations, is included as **Attachment A.**

Minor changes to the existing form-based code are also proposed. Along with the expanded portions of the Downtown Form-Based Code, the Downtown Core will be reformatted so that the individual districts are codified as separate zones. The existing Downtown Core Zone, consisting of three districts (Central District, Transition District, and Buffer District), will be replaced with Central Downtown and Transition Downtown zones. The Downtown Core-Buffer District will be eliminated and replaced with Transition Downtown zone. Additionally, the first floor height minimum and maximum has been replaced with a minimum height and the height ranges for upper floors has been eliminated. These revisions are not expected to result in any significant environmental effects and are not evaluated as part of the analysis of the Downtown Form-Based Code.

I. Other Public Agencies Whose Approval is Required: None.

Exhibit 1
Proposed Downtown Form-Based Code

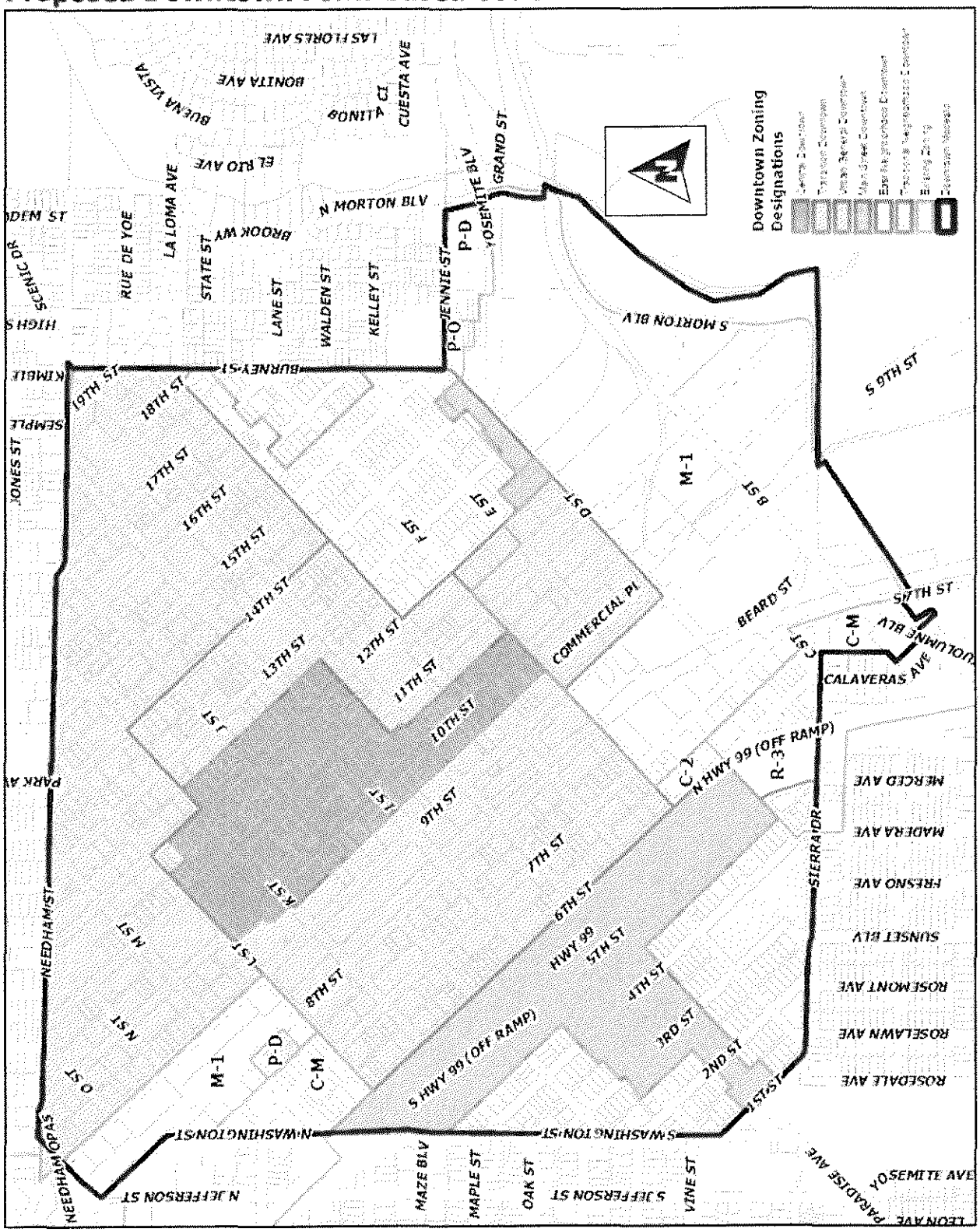
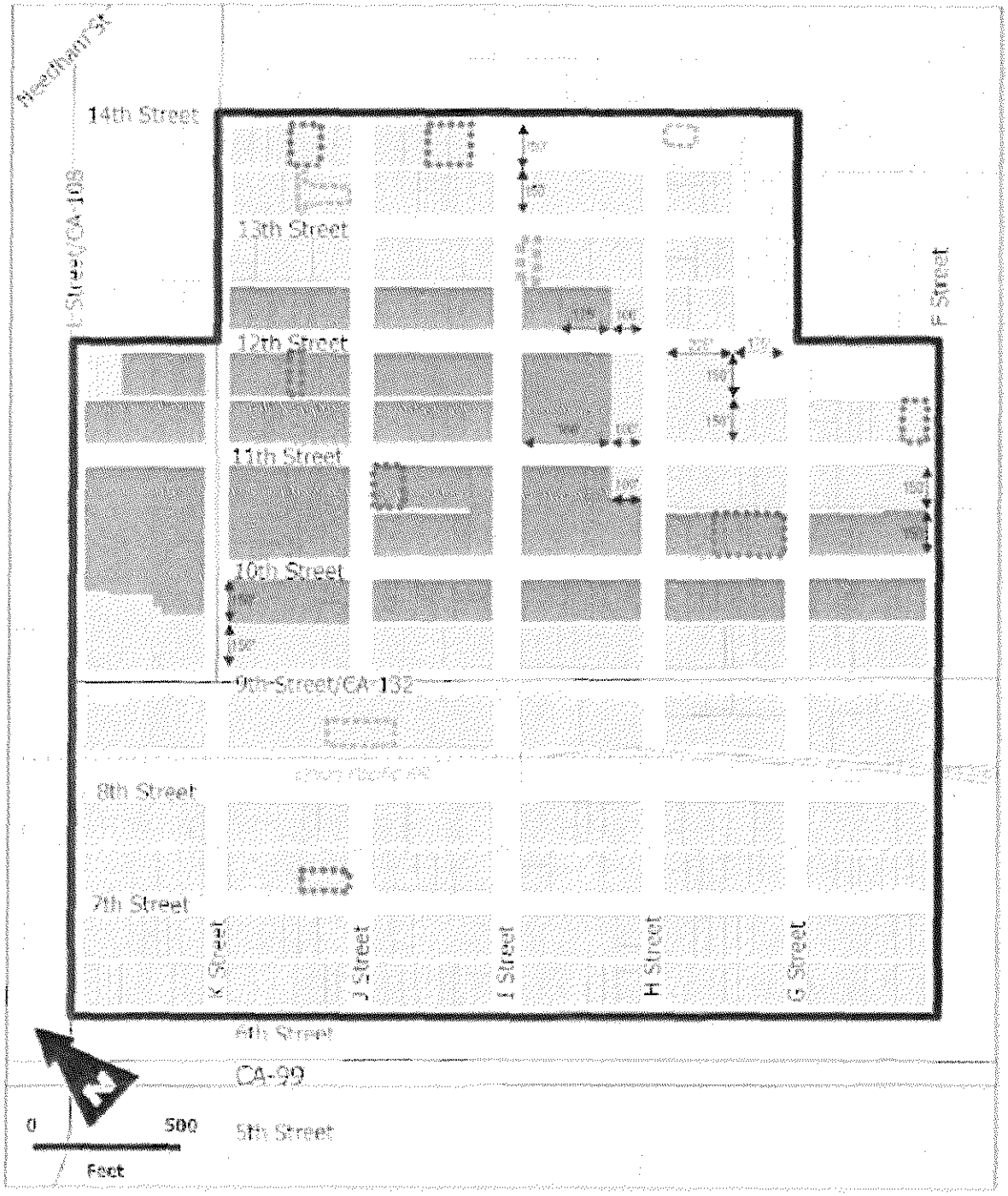


Exhibit 2
Land Use Zoning Prior to Form-Based Code

Exhibit 3
Existing Downtown Form-Based Code



Planning District Map

III. FINDINGS/DETERMINATION (SELECT ONE ON THE BASIS OF THE ANALYSIS IN SECTION IV)

1. _X_ Within the Scope - The project is within the scope of the Master EIR and no new environmental document or Public Resources Code Section 21081 findings are required. All of the following statements are found to be true:

A. The subsequent project will have no additional significant effect on the environment, as defined in subdivision (d) of Section 21158 of the Public Resources Code, that was not identified in the Master EIR.

B. No new or additional mitigation measures or alternatives are required.

C. The subsequent project is within the scope of the project covered by the Master EIR.

D. All applicable policies, regulations, and mitigation measures identified in the Master EIR have been applied to the subsequent project or otherwise made conditions of approval of the subsequent project.

E. No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified, and no new information, which was not known and could not have been known at the time that the Master EIR was certified as complete, has become available.

2. ____ Mitigated Negative Declaration Required - On the basis of the above determinations, the project is not within the scope of the Master EIR. A mitigated negative declaration will be prepared for the project. The following statements are all found to be true:

A. The subsequent project is within the scope of the project covered by the Master EIR.

B. All applicable policies, regulations, and mitigation measures identified in the Master EIR have been applied to the subsequent project or otherwise made conditions of approval of the subsequent project.

C. The project will have one or more potential new significant effects on the environment that were not addressed as significant effects in the Master EIR. New or additional mitigation measures are being required of the project that will reduce the effects to a less-than-significant level.

D. No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified, and no new information, which was not known and could not have been known at the time that the Master EIR was certified as complete, has become available.

3.____ Focused EIR Required- On the basis of the above determinations, the project is not within the scope of the Master EIR. A Focused EIR will be prepared for the project. All of the following statements are found to be true:

A. The subsequent project is within the scope of the project covered by the Master EIR.

B. All applicable policies, regulations, and mitigation measures identified in the Master EIR have been applied to the subsequent project or otherwise made conditions of approval of the subsequent project.

C. The project will have one or more new significant effects on the environment that were not addressed as significant effects in the Master EIR. New or additional mitigation measures or alternatives are required as a result.

D. No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified, and no new information, which was not known and could not have been known at the time that the Master EIR was certified as complete, has become available.

_____	_____	_____
Project Manager	Title	Date

4. Within the Scope Analysis of this Document:

The Master EIR allows projects to be found within the scope of the MEIR if certain criteria are met. If the following statements are found to be true for all 21 impact categories included in this Initial Study, then the proposed project is addressed by the MEIR analysis and is within the scope of the MEIR. Any "No" response must be discussed.

		YES	NO
(1)	The lead agency for subsequent projects shall be the City of Modesto or a responsible agency identified in the Master EIR.	☒	☐
(2)	City policies which reduce, avoid, or mitigate environmental effects will continue to be in effect and, therefore, would be applied to subsequent projects where appropriate. The policies are described in the list of policies in place and mitigation measures attached to the Initial Study template. Project impacts would be mitigated to a less-than-significant level using MEIR mitigations only.	☒	☐
(3)	Federal, State, regional, and Stanislaus County regulations do not change in a manner that is less restrictive on development than current law (i.e., would not offer the same level of protection assumed under the Master EIR).	☒	☐
(4)	No specific information concerning the known or potential presence of significant resources is identified in future reports, or through formal or informal input received from responsible or trustee agencies or other qualified sources.	☒	☐
(5)	The development will occur within the boundaries of the City's planning area as established in this Urban Area General Plan.	☒	☐
(6)	Development within the project will comply with all appropriate mitigation measures contained and enumerated in the 2008 General Plan Master EIR.	☒	☐

Discussion:

(1) Establishing and revising zoning classifications in Modesto is the exclusive jurisdiction of the City of Modesto.

(2, 6) General Plan Master EIR and Redevelopment Master Plan Program EIR mitigation measures are either implemented by the project or will be applied to new development regulated by the proposed code amendment. Specific mitigation measures are identified throughout the analysis and are collected at the end of this document.

(3) There have been no changes to federal, State, regional, or County regulations that have relaxed the mitigation measures identified in the General Plan Master EIR.

(4) The staff of the City of Modesto is not aware of any new information about resources were not otherwise identified in the General Plan Master EIR, that would result in impacts greater than those identified in the General Plan Master EIR.

(5) The proposed code amendment lies within the existing City limits.

5. Currency of the Master EIR Document

The MEIR should be reviewed on a regular basis to determine its currency, and whether additional analysis/mitigation should be incorporated into the MEIR via a Supplemental or Subsequent EIR (CEQA Section 21157.6). Staff has reviewed Sections 1 through 21 of this document in light of the criteria listed below to determine whether the MEIR is current. The analysis contained within the Master EIR is current as long as the following circumstances have not changed. Any "no" response must be explained.

		YES	NO
(1)	Certification of the General Plan Master EIR occurred less than five years prior to the filing of the application for this subsequent project.	☐	☒
(2)	This project is described in the Master EIR and its approval will not affect the adequacy of the Master EIR for any subsequent project because the City can make the following findings:	☒	☐
(a)	No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified.	☒	☐
(b)	No new information, which was not known and could not have been known at the time the Master EIR was certified as complete, has become available.	☒	☐
(c)	Policies remain in effect which require site-specific mitigation, and avoidance or other mitigation of impacts as a prerequisite to future development.	☒	☐

Discussion:

(1) The General Plan Master EIR was certified on October 14, 2008, so more than five years has passed since the MEIR was certified. However, the analysis contained in the MEIR is still adequate for subsequent projects, as documented in the discussion below.

(2) The project is consistent with the analysis contained in the MEIR. This is documented in the discussion of the individual issue areas of this initial study.

(2)(a) There have been no substantive changes to the General Plan since the MEIR was certified that would create additional significant environmental effects that were not analyzed by the MEIR.

(2)(b) There has been no new information that would affect the adequacy of the analysis contained in the MEIR.

(2)(c) All policies contained in the MEIR that require site-specific mitigation or avoidance of impacts remain in effect and will be applied to the project as appropriate.

IV. ENVIRONMENTAL ANALYSIS

This Initial Study, in accordance with Section 21157.1(b) of the Public Resources Code, discloses whether the proposed project may cause any project-specific significant effect on the environment that was not examined in the Final Master EIR (MEIR) for the General Plan and whether new or additional mitigation measures or alternatives may be required as a result. The Initial Study thereby documents whether or not the project is "within the scope" of the Master EIR.

Pursuant to Public Resources Code Section 21157.1, no new environmental document or findings are necessary for projects that are determined to be within the scope of the MEIR. Adoption of the findings specified in Section III.1, above after completion of the Initial Study fulfills the City's obligation in that situation.

All environmental effects cited reflect 2025 conditions resulting from the Urban Area General Plan, as identified in the Master EIR.

The environmental impact analysis in the Master EIR for the Urban Area General Plan is organized in twenty-one subject areas. The following analysis is based on the impact analyses contained in Chapter V of the Master EIR. For ease of reference, the sections are numbered in the same order as the analyses in Chapter V.

1. TRAFFIC AND CIRCULATION

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable traffic and circulation impacts expected after application of mitigations/policies:

Direct Impacts

Effect: Increased automobile traffic will result in roadway segments (see MEIR on Table 1-7, pages V-1-32 to V-1-34) operating at LOS D, Modesto's significance threshold for automobile traffic, or lower (LOS E or F).

Effect: The substantial increase in traffic relative to the existing load and capacity of the street system will cause, either individually or cumulatively, the violation of automobile service standards established by StanCOG's Congestion Management Plan for designated roads and highways.

Effect: A substantial increase in automobile vehicle miles traveled and automobile vehicle hours of travel and a decrease in average automobile vehicle speed (see MEIR Table 1-6, page V-1-31).

Cumulative Impacts

Effect: Potential for growth inducement or acceleration of development resulting from highway and local road projects.

Effect: Substantial increase in traffic in relation to the existing traffic load and capacity of the street system, including a violation, either individually or cumulatively, of an automobile LOS standard established by the Congestion Management Plan for designated roads and highways.

Effect: Increased demand for capacity-enhancing alterations to existing roads or automobile traffic reduction.

Other impact categories affected by Traffic and Circulation are addressed throughout this Initial Study (see also Section 2, Degradation of Air Quality; Section 3, Generation of Noise; Section 7 Loss of Sensitive Wildlife and Plant Habitat; Section 8, Disturbance of Archaeological/Historic Sites; Section 14 Increased Demand for Fire Services; Section 18, Energy; Section 19, Visual Resources; Section 20, Land Use and Planning, and Section 21, Climate Change).

b. Master EIR and/or New Mitigation Measures Applied to the Project

Traffic and Circulation mitigation measures pertinent to this project are found on MEIR pages V-1-9 through V-1-28. All mitigation measures appropriate to the project, including any new measures, will be incorporated into or made conditions of approval of this project and are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

The appropriate mitigation to be applied to this project includes General Plan Master EIR Mitigation Measures TC-1, TC-5, TC-12, TC-13, TC-28, and TC-43. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-1.B of the Master EIR provides analysis of Traffic and Circulation impacts of development of the General Plan, the following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: A subsequent development project will have a new significant effect on the environment if it would exceed the following criteria:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
1. TRAFFIC AND CIRCULATION				
1) The proposed project exceeds traffic generation assumptions in the Master EIR for the site by 100 trips or more and City Engineering and Transportation staff has determined that the project would have additional potentially significant project-specific effects that are not avoided or reduced by the Master EIR's mitigation measures.	☐	☐	☐	☒
2) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?	☐	☐	☐	☒
3) The proposed project would cause additional roadway segments in the General Plan area to exceed LOS D and/or cause additional violations of standards in the Congestion Management Plan, and/or cause an increase in automobile vehicle miles or vehicle hours of travel or a decrease in automobile travel speed, as compared to the impacts disclosed in the Master EIR.	☐	☐	☐	☒
4) The proposed project would cause emergency response times to exceed acceptable standards established by the Fire Department, as compared to impacts disclosed in the Master EIR (see Section 14, Increased Demand for Fire Services).	☐	☐	☐	☒
5) The proposed project would result in less parking than required by the Municipal Code or as determined by staff.	☐	☐	☐	☒
6) The proposed project would conflict with adopted policies, plans, or programs that support alternative transportation, including, but not limited to the Regional Transportation Plan, the Sustainable Communities Strategy, the Bicycle Action Plan, and so on.	☐	☐	☐	☒
7) The proposed project would result in an increase in automobile vehicle miles traveled on a per capita basis, in excess of that considered in the Urban Area General Plan MEIR.	☐	☐	☐	☒

Discussion:

The proposed project implements General Plan Master EIR Mitigation Measures TC-1, TC-5, TC-12, TC-13, TC-28, and TC-43. As noted in Section II of this document, the Downtown Form-Based Code is consistent with Anticipated Subsequent Projects II.C-10 (Redevelopment Plan) and II.C-5 (Zoning) from the General Plan Master EIR. It is prepared in compliance with the Redevelopment Master Plan, which is identified as being within the scope of the General Plan and is, therefore, within the scope of the General Plan Master EIR.

(1, 3) As a means to encourage development, the General Plan does not require a traffic study for development occurring in downtown, which is well-served by transit. Furthermore, the purpose of the proposed project is to reduce vehicle trips and vehicle miles traveled, as compared to conventional development. No adverse impact is anticipated and no mitigation is required.

(2) As described in the 2008 General Plan Master EIR, the County CMA, StanCOG, has opted out of preparing a Congestion Management Plan since 1996.

(4) The proposed project is expected to improve response times by putting more people and businesses within the acceptable service radius of emergency services. No adverse impact is expected and no mitigation is required.

(5) Staff has determined that Downtown is an excellent example of a mixed-use area where parking can be and is shared by different uses. Some uses, such as residential development, require more parking at night, while others, such as office and retail development, require more parking during the day. Sharing parking between these uses makes more efficient use of land. Staff will evaluate each request for shared or reduced parking to determine whether sharing parking or reducing the parking requirements is warranted. Furthermore, parking regulations for new development proposed in the Downtown Form-Based Code are reduced as compared to citywide parking regulations. No impacts are expected, due to the availability of both on- and off-street public parking and alternatives to automobile transportation.

(6) The proposed project, when combined with shared parking and reduced parking requirements, is consistent with efforts to encourage the use of modes of transportation other than the private automobile. No impact is expected and no mitigation is required.

(7) Development under the proposed Downtown Form-Based Code will facilitate reductions in the number and length of trips by creating a physical environment that supports and encourages walking, bicycling, and transit use and reduces trip lengths, while discouraging automobile use to some degree. This will help reduce per capita vehicle miles traveled.

2. DEGRADATION OF AIR QUALITY

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable air quality impacts expected after application of mitigations/policies:

Direct Impacts

Effect: Expected automobile traffic will result in increased operational emissions of reactive organic gases (ROG) and oxides of nitrogen (NO_X) (see MEIR Table 2-8, page V-2-27).

Effect: Expected automobile traffic will result in increased emissions of particulate matter 10 microns or less (PM_{10}) and 2.5 microns or less in diameter ($PM_{2.5}$) (see MEIR Table 2-8, page V-2-27).

Effect: Expected automobile traffic will result in increased carbon monoxide (CO) levels in the project area (see MEIR Table 2-7, page V-2-26, and Table 2-8, page V-2-27).

Cumulative Impacts

The Master EIR indicates the same impacts identified as direct impacts above will contribute to regional impacts on air quality for the criteria pollutants ROG, NO_X, PM_{10}, and $PM_{2.5}$.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Air quality mitigation measure(s) pertinent to the proposed project are found on pages V-2-13 through V-2-24 of the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project and are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

The project implements General Plan MEIR Mitigation Measures AQ-1, AQ-3, and AQ-4. The following General Plan Mitigation Measures will be applied to new development regulated by the proposed code amendment and rezone: AQ-7, AQ-17, AQ-18, AQ-26, AQ-40, AQ-42, AQ-43, AQ-44, AQ-46, AQ-47, AQ-48, AQ-49, AQ-50, AQ-51, and AQ-52 and Mitigations 4.1-1a, 4.1-1b, and 4.1-5 from the RDA Program EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-2.B of the Master EIR is the analysis of air quality impacts resulting from development of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project -specific effect not analyzed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
2. DEGRADATION OF AIR QUALITY				
1) The proposed project exceeds the project-level emissions thresholds established for CO, ROG, NO_x, PM_{10}, and $PM_{2.5}$ by the San Joaquin Valley Air Pollution Control District (SJVUAPCD) and is not consistent with the development assumptions for the project site, as established in the Urban Area General Plan and Master EIR.	☐	☐	☐	☒
2) The proposed project does not incorporate the best management practices established by the SJVAPCD for CO, ROG, NO_x, PM_{10}, and $PM_{2.5}$.	☐	☐	☐	☒
3) The proposed project does not comply with the air quality policies in the Modesto Urban Area General Plan.	☐	☐	☐	☒
4) The proposed project would expose sensitive receptors to pollutant concentrations in excess of those expected to occur as a result of implementation of the Urban Area General Plan.	☐	☐	☐	☒
5) The proposed project would create objectionable odors affecting a substantial number of people.	☐	☐	☐	☒

Discussion:

The proposed project implements the following mitigations/policies from the 2008 General Plan Master EIR: AQ-1, AQ-3, and AQ-4. As identified in Section II of this document, the Downtown Form-Based Code is consistent with Anticipated Subsequent Projects II.C-10 (Redevelopment Plan) and II.C-5 (Zoning) from the General Plan Master EIR. It is prepared in compliance with the Redevelopment Master Plan, which is identified as being within the scope of the General Plan, and is, therefore, within the scope of the General Plan Master EIR.

(1) Since the air quality impacts of this project are anticipated to be primarily traffic-related, and the project establishes a mixed use environment, which is anticipated to reduce the per capita vehicle miles traveled, the project is not anticipated to exceed SJVAPCD thresholds.

(2) All relevant Best Management Practices identified in the General Plan Master EIR will be applied as development policies. These include AQ-7, AQ-17, AQ-18, AQ-26, AQ-40, AQ-42, AQ-43, AQ-44, AQ-46, AQ-47, AQ-48, AQ-49, AQ-50, AQ-51, and AQ-52 and Mitigations 4.1-1a and 4.1-1b from the RDA PEIR will be applied.

(3) The proposed Downtown Form-Based Code is intended to implement several of the measures identified under General Plan MEIR Mitigation Measure AQ-4, Table V-2-3, including the following, which are most relevant to this project: 1.b, 1.e, 2.a, 2.d, 2.e, 2.f, and 2.g.

(4) Because the maximum buildout scenario is limited to the Community Development Policies of the General Plan, no impacts on sensitive receptors that were not anticipated in the 2008 General Plan Master EIR are anticipated.

(5) The proposed project is a code amendment and rezone that shifts the emphasis of development from use to building form, which adds 75 blocks to the existing 42-block area of the Redevelopment Master Plan that is governed by the Downtown Core zone. The 75-block form-based code expansion area is no more likely than development under the existing zoning code to result in objectionable odors affecting large numbers of people. To ensure impacts are mitigated, Mitigation 4.1-5 from the RDA PEIR will be applied.

3. GENERATION OF NOISE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable noise impacts expected after application of mitigations/policies:

Direct Impacts

Effect: Future automobile traffic noise levels and roadway construction and maintenance activities resulting from development of the Urban Area General Plan will exceed the City's noise thresholds at various locations, but particularly in areas adjacent to heavily traveled roadways (see MEIR Table 3-3, page V-3-10, and Figure VII-2 and Table 3-6, pages V-3-18 and V-3-19).

Effect: Expected noise from airport operations and airport construction projects may expose up to 468 dwellings and three churches to noise levels of 65 dB CNEL and up to eight dwellings to noise levels of 70 dB CNEL.

Effect: Expose noise-sensitive land uses to noise from the construction of bicycle and transit projects.

Effect: Expose noise-sensitive land uses to noise from freight and passenger rail operations.

Cumulative Impacts

Effect: Traffic from development in the City of Modesto would, when combined with traffic from new development in the County and other cities, contribute to a cumulative increase in roadside noise levels on major roads and highways throughout Stanislaus County.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Noise policies and mitigation measures pertinent to the project being analyzed in this Initial Study are found on pages V-3-11 through V-3-15 of the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project and any new measures are listed in Section V, Mitigation Applied to Project.

Discussion:

The appropriate mitigation apply to this project includes General Plan Mitigation Measures N-1, N-2, N-3, N-6, and N-7 and Mitigations 4.5-1, 4.5-2, 4.5-3, 4.5-4, and 4.5-5 from the RDA Program EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-3.B of the MEIR discloses noise impacts resulting from development of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project -specific effect not analyzed in the Master EIR.

Significance Criteria: Determination of the proposed project's effects are based on the following thresholds. Project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
3. GENERATION OF NOISE				
1) The proposed project will exceed the standards for noise level and hours of operation established by the Modesto noise ordinance.	☐	☐	☐	☒
2) The proposed project will not comply with the noise policies of, or otherwise be inconsistent with, the Modesto Urban Area General Plan.	☐	☐	☐	☒
3) The proposed project will result in an increase in ambient noise levels in the project vicinity above those disclosed in the Master EIR.	☐	☐	☐	☒
4) The proposed project will result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels disclosed in the Master EIR implementation of the Urban Area General Plan.	☐	☐	☐	☒

Discussion:

As noted in Section II of this document, the proposed Downtown Form-Based Code is consistent with Anticipated Subsequent Projects II.C-10 (Redevelopment Plan) and II.C-5 (Zoning) from the General Plan Master EIR. The proposed code amendment was prepared in compliance with the Redevelopment Master Plan, which is identified as being within the scope of the General Plan, and the maximum development scenario is limited to the Community Development Policies of the General Plan. Therefore, the project is within the scope of the General Plan Master EIR.

(1-4) The proposed project is a code amendment and rezone that shifts the emphasis of development from use to building form, which adds 75 blocks to the existing 42-block area of the Redevelopment Master Plan that is regulated by the Downtown Core zone. Relevant general plan mitigations relating to urban noise will be applied to development under the proposed code as it would be applied to development under existing zoning. General Plan Mitigation Measures that will be applied to future development include N-1, N-2, N-3, N-6, and N-7. Additionally, Mitigations 4.5-1, 4.5-2, 4.5-3, 4.5-4, and 4.5-5 from the RDA Program EIR will be applied to future development.

4. EFFECTS ON AGRICULTURAL LANDS

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on agricultural lands expected after application of mitigations/policies:

Direct Impacts

Effect: Between 1995 and 2025, development of the Urban Area General Plan may convert up to approximately 26,000 acres of farmland in various categories in the Planned Urbanizing Area to urban uses.

Effect: Approximately 1,200 acres of urban development along a 28.5-mile boundary 350 feet wide between urban and agricultural uses could be affected by continued agricultural operations, including noise, dust, and chemical overspray or drift.

Cumulative Impacts

Effect: Growth within Modesto's planning area would contribute considerably to the loss of agricultural land within Stanislaus County, accounting for the conversion of as much as approximately 26,000 acres of farmland in various categories in the Planned Urbanizing Area from 1995 to 2025.

b. Master EIR and/or New Mitigation Measures Pertinent to the Project

Agricultural land mitigation measures pertinent to the proposed project are found on pages V-4-6 to and V-4-8 of the Master EIR. All mitigation measures appropriate to the project and any new mitigation to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project.

Discussion:

The proposed project implements General Plan Mitigation Measures AL-7, AL-8, and AL-15. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-4.B of the Master EIR discloses the impacts resulting from the implementation of the Urban Area General Plan on agricultural lands. The following is an analysis of whether the proposed project would result in a new, significant, project -specific effect not previously analyzed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
4. EFFECTS ON AGRICULTURAL LANDS				
1) The proposed project is inconsistent with the Urban Area General Plan's policies relating to agricultural land.	☐	☐	☐	☒
2) The proposed project will either directly or indirectly result in the development of land outside the 2008 Urban Area General Plan's planning area boundary.	☐	☐	☐	☒
3) The proposed project will conflict with existing zoning for agricultural use, or there is an existing Williamson Act contract on the project site.	☐	☐	☐	☒
4) The proposed project will involve other changes in the existing environment not anticipated in the Master EIR which, due to their location or nature, could result in conversion of farmland to non-agricultural use.	☐	☐	☐	☒

Discussion:

As noted in Section II of this document, the proposed Downtown Form-Based Code is consistent with Anticipated Subsequent Projects II.C-10 (Redevelopment Plan) and II.C-5 (Zoning) from the General Plan Master EIR. The Downtown Form-Based Code has been prepared in compliance with the Redevelopment Master Plan, which is also identified as being within the scope of the General Plan, and the maximum development scenario is limited to the Community Development Policies of the General Plan. The proposed Downtown Form-Based Code is therefore within the scope of the General Plan Master EIR.

(1-4) The proposed project is a code amendment and rezone that shifts the emphasis of development from use to building form and adds 75 blocks to the existing 42-block area of the Redevelopment Master Plan that is regulated by the Downtown Core zone. The purpose of the Downtown Form-Based Code, in part, is to stimulate development in the downtown area and make downtown a vital neighborhood again. Most of the new development expected to occur is higher density than that typical of the rest of Modesto. Successful implementation of the Downtown Form-Based Code in an existing developed part of Modesto would reduce the land area used for each new residence and business, which would also reduce the amount of farmland converted to urban uses. The proposed project implements General Plan Mitigations AL-7, AL-8, and AL-15.

5. INCREASED DEMAND FOR LONG-TERM WATER SUPPLIES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on long-term water supplies expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts have been disclosed in the Master EIR.

Cumulative Impacts

Effect: Operational yields of the Modesto and Turlock subbasins, both of which underlie the City of Modesto, are unknown, although the City is participating in a study with the United States Geological Survey in order to quantify the operational yields of both subbasins. Groundwater withdrawals from both basins by the City, when combined with other users' withdrawals, may result in overdrafting both subbasins.

Effect: Despite available options, during drought years, significant water shortages are forecast for the San Joaquin River basin, which includes both the Modesto and Turlock subbasins, by 2020. Modesto would make a cumulatively considerable contribution to the cumulative impact on water supply under drought conditions.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Water supply mitigation measures pertinent to the proposed project are found on pages V-5-6 through V-5-12 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

No mitigation is needed.

c. Project-Specific Effects

Section V-5.B of the Master EIR discloses impacts on long-term water supplies resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
5. INCREASED DEMAND FOR LONG-TERM WATER SUPPLIES				
1) The proposed project is inconsistent with water supply policies in the Urban Area General Plan.	☐	☐	☐	☒
2) Water demand for the proposed project will exceed estimates for similar projects or for development on the project site anticipated in the Urban Area General Plan or sufficient water supplies are not otherwise available to serve the project from existing entitlements and resources.	☐	☐	☐	☒
3) The proposed project would deplete groundwater supplies to a greater degree than anticipated in the Urban Area General Plan or would interfere with groundwater recharge.	☐	☐	☐	☒

Discussion:

(1-3) The proposed project is a code amendment and rezone that shifts the emphasis of development from use to building form and adds 75 blocks to the existing 42-block area of the Redevelopment Master Plan that is regulated by the Downtown Core zone. Most of the new development expected to occur is higher density than that typical of the rest of Modesto. Approximately 60 percent of urban water use is for landscape irrigation, thus water use for new development in the Downtown Form-Based Code area can be expected to reduce water use up to 60 percent, as compared to that anticipated from conventional new development. Some new residences are expected to have small landscaped yards (townhouse, live-work), however, most new residences would not be expected to have significant landscaping that would require irrigation. Successful implementation of the Downtown Form-Based Code in an existing developed part of Modesto would reduce the amount of land that would require irrigation, thus reducing expected water use from new residential development.

6. INCREASED DEMAND FOR SANITARY SEWER SERVICES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on sanitary sewer services after application of mitigations/policies:

Direct Impacts

Effect: Development resulting from implementation of the Urban Area General Plan will require substantial new sewage treatment and disposal capacity, treatment plant improvements, sewer mains and collection lines, and pump stations. The Wastewater Master Plan anticipates the need for these facilities and its EIR evaluates the impact of developing those facilities. Potential impacts include degradation of water quality through erosion and chemical releases; localized flooding; construction noise; exposure of construction workers and the public to hazardous materials; and on the habitat of the elderberry longhorn beetle, burrowing owl, and Swainson's hawk, as well as certain other regulated habitats. All of these impacts are mitigated to a less-than-significant level.

Additional impacts that are not mitigated to a less-than-significant level include loss of farmland cause by construction of the Phase IA tertiary treatment facility at the Jennings Road Secondary Treatment Facility, an increase in pollutant loads from increased wastewater flows to the San Joaquin River, and an increase in noise and criteria air pollutants due to construction activities, including traffic.

Cumulative Impacts

Effect: No additional cumulative impacts were identified in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Sewer service mitigation measures pertinent to the proposed project are found on pages V-6-3 through V-6-8 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

The appropriate mitigation to be applied to this project includes General Plan Mitigation Measures SS-4, SS-7, SS-8, SS-11, SS-12, SS-19, and SS-21 and Mitigation 4.8-1 from the RDA Program EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-6.B of the Master EIR discloses impacts on the Increased Demand for Sanitary Sewer Service resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
6. INCREASED DEMAND FOR SANITARY SEWER SERVICES				
1) The proposed project is inconsistent with wastewater policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project will generate sewage flows greater than those anticipated in the Urban Area General Plan for the project site.	☐	☐	☐	☒
3) The proposed project will result in a determination by the wastewater treatment provider which serves or may serve the project that it has inadequate capacity to serve the project's projected demand in addition to the provider's existing commitments.	☐	☐	☐	☒

Discussion:

(1-3) As noted in Section II of this document, maximum development is limited to the Community Development Policies of the General Plan. Consequently, no impacts greater than those disclosed in the 2008 General Plan Master EIR are expected to occur, although the location of development during the life of the general plan may be better balanced between new and existing parts of Modesto. Adequate sewer treatment capacity exists for all development expected during that same period. The proposed project would, therefore, also be consistent with sewer service Mitigation Measures in the General Plan Master EIR, which include SS-4, SS-7, SS-8, SS-11, SS-12, SS-19, and SS-21 and Mitigation 4.8-1 from the Redevelopment Master Plan Program EIR.

7. LOSS OF SENSITIVE WILDLIFE AND PLANT HABITAT

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on sensitive wildlife and plant habitat expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant impacts on sensitive wildlife and plan habitat are expected to occur with the application of the policies contained in the Urban Area General Plan.

Cumulative Impacts

Effect: Implementation of the Urban Area General Plan will contribute to the cumulative impact of habitat loss in the San Joaquin Valley. Requiring density development than has occurred in the past or that is expected in the future would minimize the City's contribution to the cumulative loss of habitat. Nonetheless, this is a significant and unavoidable impact.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Wildlife and plant habitat mitigation measures pertinent to the proposed project are found on pages V-7-17 through V-7-24 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

No mitigation is needed.

c. Project-Specific Effects

Section V-7.B of the Master EIR discloses impacts on the Loss of Sensitive Wildlife and Plant Habitat resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
7. LOSS OF SENSITIVE WILDLIFE AND PLANT HABITAT				
1) The project is inconsistent with the policies pertaining to the loss of sensitive wildlife and plant habitat contained in the Urban Area General Plan.	☐	☐	☐	☒
2) Consultation with the California Department of Fish and Game or the U.S. Fish and Wildlife Service determines that the project would have a significant effect on a candidate, sensitive, or special status species in excess of the impact disclosed in the Master EIR.	☐	☐	☐	☒
3) The proposed project would have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act through direct removal, filling, hydrological interruption, or other means, in excess of the impact disclosed in the Master EIR.	☐	☐	☐	☒
4) The proposed project would substantially interfere with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.	☐	☐	☐	☒
5) Conflict with local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.	☐	☐	☐	☒
6) The proposed project would conflict with provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan.	☐	☐	☐	☒

Discussion:

(1-6) As shown on Figure V-7-1 of the 2008 Urban Area General Plan Master EIR, the 75-block project area lies well outside of riparian areas and other sensitive habitat areas. The proposed project is anticipated to have no impact on wetlands, sensitive habitats or species, or on the movement of migratory species. The project would not conflict with any policies or ordinances pertaining to sensitive habitat or species or biological resources. There are no habitat conservation plans or natural community conservation plans and so none would be affected. Furthermore, the extent to which development is redirected from the edges of Modesto into downtown, impacts on habitat would be reduced or avoided. No mitigation measures are necessary.

8. DISTURBANCE OF ARCHAEOLOGICAL/HISTORICAL SITES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on archaeological/historical sites expected after application of mitigations/policies:

Direct Impacts

Effect: Modification resulting in a substantial adverse change in the significance of a historic resource or the demolition of a listed or eligible historic resource.

Effect: The modification or demolition of a structure more than 50 years in age may be significant.

Effect: Discovery of archaeological resources in areas outside of the riparian corridors, as a result of construction activities.

Effect: Construction in an area of high archaeological sensitivity.

Cumulative Impacts

Effect: No additional cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Archaeological or historic mitigation measures pertinent to the project being analyzed in this Initial Study are found on page V-8-16 through V-8-20 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project:

Discussion:

The proposed project is intended to implement General Plan Master EIR Mitigation Measure AH-5. Modesto has a historic resources inventory, in compliance with AH-8. General Plan Master EIR and RDA Program EIR Mitigation Measures that will be applied to new development regulated by the proposed Downtown Form-Based Code include: AH-1, AH-2, AH-3, AH-6, AH-7, AH-12, and Measure 4.6-1. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-8.B of the MEIR discloses impacts on archaeological/historical resources resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project -specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
8. DISTURBANCE OF ARCHAEOLOGICAL/ HISTORICAL SITES				
1) The proposed project is inconsistent with the archaeological/historical resource policies in the Urban Area General Plan.	☐	☐	☒	☐
2) The proposed project would demolish a building eligible for listing as a historic resource or remove a landmark from the Modesto inventory.	☐	☐	☐	☒
3) The proposed project would modify or demolish a structure more than 50 years in age.	☐	☐	☒	☐
4) The project would adversely affect a cultural resource that is either listed or eligible for listing in the California Register of Historical Resources.	☐	☐	☐	☒
5) Conflict with local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.	☐	☐	☐	☒

Discussion:

The proposed project specifically seeks to preserve historic resources, implementing General Plan Master EIR Mitigation Measure AH-5. To assist in the evaluation of potentially historic resources, Modesto also has a historic resources inventory, consistent with Mitigation Measure AH-8. As identified in Section II of this document, the proposed project is an Anticipated Future Project of the General Plan Master EIR and was prepared in compliance with the Redevelopment Master Plan, which has been found to be within the scope of the General Plan.

(1-4) Building footings are expected to be no deeper than the depth to which soil is currently disturbed by footings and infrastructure and the project area lies outside the archaeological resource area, therefore no impacts greater than those disclosed in the 2008 General Plan Master EIR are expected to occur. New development regulated by the proposed project would be subject to General Plan Master EIR Mitigation Measures AH-1, AH-2, AH-3 AH-6, AH-7, and AH-12.

(5) City policies that protect biological resources are in Chapter V, Section 7, of the Master EIR. The area affected by the proposed project lies outside biological resource areas and is expected to have no impact on those areas. Mitigation Measure 4.6-1 from the Redevelopment Master Plan Program EIR, addressing potential paleontological resources will also be applied.

9. INCREASED DEMAND FOR STORM DRAINAGE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on storm drainage expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: The population of Stanislaus County is projected to increase in a fashion similar to that of Modesto, resulting in additional urban development and associated increases in impervious surface area and associated increases in storm water runoff. Cumulative hydrologic impacts of storm water flows from Modesto urban areas and other areas of the County could occur due to the fixed capacity of MID and TID irrigation canals to convey drainage west to the San Joaquin River. If drainage channels in some areas prove insufficient to handle the increased drainage discharges, existing storm water runoff from urban and agricultural areas during large storm events would have to be interrupted until water levels receded to a point allowing the resumption of discharges to the channel. Ceasing discharges to drainage channels could cause inundation in and around the drainage conveyance pipeline systems, surface drainage channels, detention basins, and other urban areas. This cumulative impact is considered significant and unavoidable.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Storm Drainage mitigation measures pertinent to the project being analyzed in this Initial Study are found on pages V-9-4 through V-9-9. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project:

Discussion:

The appropriate mitigation to be applied to this project includes General Plan Mitigation Measures SD-2, SD-3, SD-4, SD-5, SD-7, SD-9, and SD-11 from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-9.B of the MEIR discloses impacts on the demand for storm drainage resulting from development of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
9. INCREASED DEMAND FOR STORM DRAINAGE				
1) The proposed project is inconsistent with the storm drainage policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or offsite, as compared to impacts anticipated to result from the Urban Area General Plan or create substantial unanticipated sources of polluted runoff.	☐	☐	☐	☒
3) The proposed project does not utilize Low Impact Development strategies to reduce runoff from the site and increase infiltration, resulting in no net increase in runoff before and after development.	☐	☐	☐	☒

Discussion:

(1-3) The project area is extensively developed and is more than 85 percent covered with impermeable surfaces. The amount of impermeable surface could increase somewhat as development occurs, but the amount would not be substantial and areas of downtown Modesto that currently have relatively large amounts of permeable surface, such as the proposed Traditional Neighborhood and East Neighborhood Downtown zones, would continue to have approximately the same amount of permeable surface for the foreseeable future, based on the regulations in the proposed Downtown Form-Based Code. New development will not significantly increase the amount or rate of runoff or cause flooding, as compared to existing conditions. The City will be responsible for approving the design of new infrastructure and ensuring that new development is consistent with Low Impact Development policies. No additional impact is expected, as compared to that disclosed in the General Plan Master EIR. Nevertheless, General Plan Mitigation Measures SD-2, SD-3, SD-4, SD-5, SD-7, SD-9, and SD-11 will be applied to new development, as appropriate.

10. FLOODING AND WATER QUALITY

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on flooding and water quality expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Flooding and Water Quality mitigation measures pertinent to the project being analyzed in this Initial Study are found on pages V-10-6 through V-10-9 of the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project:

Discussion:

The appropriate mitigation to be applied to this project includes Mitigation Measures FWQ-2, FWQ-4, FWQ-11, FWQ-12, FWQ-13, and FWQ-15 from the General Plan Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-10.B of the Master EIR provides analysis of Flooding and Water Quality impacts of development of the General Plan, the following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not previously analyzed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
10. FLOODING AND WATER QUALITY				
1) The proposed project is inconsistent with the flooding and water quality policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project does not comply with the regulatory requirements of the federal Clean Water Act or the State Porter-Cologne Act.	☐	☐	☐	☒
3) The proposed project would place more housing within a 100-year flood hazard zone than assumed in the Urban Area General Plan.	☐	☐	☐	☒
4) The proposed project would place structures within a 100-year flood hazard area so that they would impede or redirect floodwater or would substantially alter the existing on-site drainage pattern or a watercourse, in such a way as to cause flooding on- or offsite.	☐	☐	☐	☒
5) The proposed project does not comply with Modesto's Guidance Manual for New Development Storm Water Quality Control Measures.	☐	☐	☐	☒
6) The proposed project would violate water quality standards or waste discharge requirements.	☐	☐	☐	☒
7) The proposed project would substantially alter the existing drainage pattern of the site or area or a watercourse in a manner that would result in substantial erosion or siltation on- or offsite in excess of the assumptions of the Urban Area General Plan.	☐	☐	☐	☒
8) The proposed project would create or contribute runoff, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff, not expected as part of Urban Area General Plan implementation.	☐	☐	☐	☒

Discussion:

(1-8) The 75-block Downtown Form-Based Code expansion area lies entirely outside the 100- and 200-year floodplains and is fully urbanized. Therefore, new development would not be expected to significantly increase impervious surfaces or runoff or alter drainage patterns or create new erosion in the project area, although some changes may occur. All new development regulated by the proposed project will be required to comply with Modesto's Guidance Manual for New Development Storm Water Quality Control Measures. The proposed project will comply with Mitigation Measures FWQ-2, FWQ-4, FWQ-11, FWQ-12, FWQ-13, and FWQ-15 in the General Plan Master EIR.

11. INCREASED DEMAND FOR PARKS AND OPEN SPACE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on parks and open space expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Parks and open space mitigation measures pertinent to the proposed project are found on pages V-11-3 through V-11-9 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project:

Discussion:

The proposed project complies with the General Plan. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-11.B of the MEIR discloses impacts of the Urban Area General Plan on parks and open space. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. Project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
11. INCREASED DEMAND FOR PARKS AND OPEN SPACE				
1) The proposed project is inconsistent with the parks and open space policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would eliminate parks or open space.	☐	☐	☐	☒
3) The proposed project would cause an increase in the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility in question would occur or be accelerated or the proposed project would include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment.	☐	☐	☐	☒

Discussion:

As identified in Section II of this document, the proposed project is consistent with Anticipated Subsequent Projects II.C-10 (Redevelopment Plan) and II.C-5 (Zoning) from the General Plan Master EIR. The proposed code amendment has been prepared in compliance with the Redevelopment Master Plan, which has identified as being within the scope of the General Plan, and the maximum development is limited to the Community Development Policies of the General Plan. Therefore, the proposed project is within the scope of the General Plan Master EIR.

(1-3) In accordance with the General Plan and with regard to acreage, service area, location and street frontage standards, the existing parks in the Baseline Developed Area, which includes the Redevelopment Area, are considered adequate to serve anticipated population growth. No parks or open space will be eliminated as part of the project and no development greater than that assumed in the 2008 General Plan is allowed at this time. Therefore, the project will result in no impacts greater than those disclosed in the General Plan Master EIR. Parks and open space serving the area include Graceada, McClatchey, Moose, Beardbrook, the County Courthouse, and Tuolumne River Regional Park. The proposed project complies with the general plan and no additional mitigation is necessary.

12. INCREASED DEMAND FOR SCHOOLS

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on school facilities expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR. By statute, the impact of new students is considered to be mitigated below a level of significance by payment of school impact fees and the exercise of any or all of the financing options set out in Government Code Section 65997.

Cumulative Impacts

Effect: Similar to direct impacts of implementation of the Urban Area General Plan, no residual significant direct impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Mitigation relies upon the implementation of the policies in place under the Modesto Urban Area General Plan. As long these policies are applied to all subsequent projects, no new mitigation is necessary. Further, payment of school impact fees and compliance with SB 50 is statutorily deemed to be full mitigation of school impacts (Government Code Section 65995).

The following schools mitigation measures on pages V-12-5 through V-12-7 of the Master EIR are pertinent to the proposed project. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project. Those measures are listed in Section V, Mitigation Applied to Project.

Discussion:

The appropriate mitigation to be applied to this project includes General Plan Master EIR Mitigation Measures S-3 and S-8. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-12.B of the Master EIR discloses impacts resulting from implementation of the Urban Area General Plan associated with increased demand for schools. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
12. INCREASED DEMAND FOR SCHOOLS				
1) The proposed project is inconsistent with the policies relating to schools in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project does not comply with SB 50/Proposition 1A funding provisions, or succeeding measures which state that compliance results in less-than-significant impacts on schools.	☐	☐	☐	☒

Discussion:

(1-2) Modesto is represented on Modesto City Schools' Facilities Planning Committee, consistent with General Plan Mitigation Measures S-3 and S-8. Communication between the City of Modesto and Modesto City Schools is ongoing. General Plan Mitigation Measure S-10 will continue to be applied to new development to ensure compliance with SB 50/Proposition 1A.

13. INCREASED DEMAND FOR POLICE SERVICES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on police services expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Police services mitigation measures pertinent to the proposed project are found on pages V-13-2 through V-13-5 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

The appropriate mitigation to be applied to this project includes General Plan Master EIR Mitigation Measures PS-8 and PS-9 (including PS-10, PS-11, PS-12, PS-13, PS-14, and PS-15 as appropriate). No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-13.B of the Master EIR discloses impacts on police services resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
13. INCREASED DEMAND FOR POLICE SERVICES				
1) The proposed project is inconsistent with policies relating to police services in the Urban Area General Plan.	☐	☐	☒	☐
2) The proposed project would result in the need for new or significantly altered facilities not considered as part of the Urban Area General Plan or Master EIR which could cause new significant environmental impacts in order to maintain acceptable service ratios, response times, or other performance objectives.	☐	☐	☒	☐

Discussion:

As indicated in Section II of this document, the proposed code amendment and rezone is consistent with Anticipated Subsequent Projects II.C-10 (Redevelopment Plan) and II.C-5 (Zoning) from the General Plan Master EIR. The Downtown Form-Based Code has been prepared in compliance with the Redevelopment Master Plan, which is identified as being within the scope of the General Plan. Maximum development is limited to the Community Development Policies of the General Plan. Therefore, the proposed project is within the scope of the General Plan Master EIR.

(1-2) The project is expected to have no impact on policing services, since development potential under the current zoning code and the proposed project are both limited to the assumptions in the General Plan. All new development must comply with General Plan Mitigation Measures PS-8 and PS-9 (including PS-10, PS-11, PS-12, PS-13, PS-14, and PS-15, as appropriate).

14. INCREASED DEMAND FOR FIRE SERVICES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on fire services expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Fire Services mitigation measure(s) pertinent to the project being analyzed in this Initial Study are found on pages V-14-4 through V-14-7 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

No mitigation is required.

c. Project-Specific Effects

Section V-14.B of the Master EIR discloses impacts on fire services resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
14. INCREASED DEMAND FOR FIRE SERVICES				
1) The proposed project is inconsistent with the fire service policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would result in the need for new or significantly altered facilities not considered as part of the Urban Area General Plan or Master EIR which could cause new significant environmental impacts in order to maintain acceptable service ratios, response times, or other performance objectives.	☐	☐	☐	☒
3) The proposed project, based upon substantial evidence, would cause the erosion or elimination of fire protection services in adjoining fire protection districts.	☐	☐	☐	☒

Discussion:

As noted in Section II of this document, the proposed project is an Anticipated Subsequent Project as described in Sections II.C-10 (Redevelopment Plan) and II.C-5 (Zoning) of the General Plan Master EIR. The proposed project was prepared in compliance with the Redevelopment Master Plan, which is within the scope of the General Plan. Maximum development is limited to the Community Development Policies of the General Plan. Therefore, the proposed project is within the scope of the General Plan Master EIR.

(1-3) Because the proposed Downtown Form-Based Code would not result in development greater than assumed in the 2008 General Plan, no impacts to fire service or fireflows is anticipated. Furthermore, increasing the intensity of development will put more people and businesses within a shorter response radius of fire services, resulting in improved service.

15. GENERATION OF SOLID WASTE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on solid waste expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Solid waste mitigation measures pertinent to the proposed project are found on pages V-15-4 through V-15-7 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project.

Discussion:

No mitigation measures are required.

c. Project-Specific Effects

Section V-15.B of the Master EIR discloses solid waste impacts resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. Project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
15. GENERATION OF SOLID WASTE				
1) The project is inconsistent with the solid waste policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The County is unable to expand its solid waste disposal capacity, as expected, causing all new development to result in cumulative impacts on the County's disposal capacity.	☐	☐	☐	☒

Discussion:

As indicated in Section II of this document, the proposed project is consistent with Anticipated Subsequent Projects II.C-10 (Redevelopment Plan) and II.C-5 (Zoning) from the General Plan Master EIR. The Downtown Form-Based Code was prepared in compliance with the Redevelopment Master Plan, which is within the scope of the General Plan. Maximum development is limited to the Community Development Policies of the General Plan and is therefore within the scope of the General Plan Master EIR.

(1-2) Because the proposed Downtown Form-Based Code would not result in development greater than assumed in the 2008 General Plan, no impacts related to solid waste generation or disposal are anticipated. Solid waste may be reduced as compared to conventional new development because there would be very little yard waste associated with new development in the Downtown area.

16. GENERATION OF HAZARDOUS MATERIALS

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts regarding hazardous materials expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Hazardous materials mitigation measures pertinent to the proposed project are found on pages V-16-8 through V-16-13 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

No mitigation measures are required.

c. Project-Specific Effects

Section V-16.B of the Master EIR discloses impacts on hazardous materials resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
16. GENERATION OF HAZARDOUS MATERIALS				
1) The project is inconsistent with the hazardous materials policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.	☐	☐	☐	☒
3) The proposed project would be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and as a result, would create a significant hazard to the public or the environment.	☐	☐	☐	☒
4) The proposed project would be constructed on a contaminated site not known to the State of California as of March 2008.	☐	☐	☐	☒

Discussion:

As indicated in Section II of this document, the proposed code amendment and rezone is consistent with Anticipated Subsequent Projects II.C-10 (Redevelopment Plan) and II.C-5 (Zoning) from the General Plan Master EIR. Maximum development is limited to the Community Development Policies in the General Plan, therefore, the proposed project is within the scope of the General Plan Master EIR.

(1-2) The proposed project will have no effect on the applicability of the City's hazardous materials policies. All future new development will be required to comply with applicable mitigation measures in the Master EIR. No impact greater than that disclosed in the General Plan Master EIR would be anticipated to occur as a result of the project.

(3-4) As each development application is processed, the applicant is required to disclose whether the project is located on a known contaminated site. Master EIR Mitigation Measure HM-5 is applicable to all sites that might be contaminated, but which are not included on the list maintained by the State of California.

17. GEOLOGY, SOILS, AND MINERAL RESOURCES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts related to geology, soils, and mineral resources expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Geology, soils, and mineral resource mitigation measures pertinent to the proposed project are found on pages V-17-9 and V-17-10 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of the proposed project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

No mitigation measures are required.

c. Project-Specific Effects

Section V-17.B of the Master EIR discloses geology, soils, and mineral resource impacts resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. Project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
17. GEOLOGY, SOILS, AND MINERAL RESOURCES				
1) The project is inconsistent with policies relating to geology, soils, and mineral resources contained in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would expose people or structures to potential substantial adverse effects including the risk of loss, injury, or death involving fault rupture, strong seismic activity; location on an expansive soil; result in the loss of topsoil; location on soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems in areas where sewers are not available for the disposal of wastewater; result in the loss of known mineral resources that would be of value to the region and the state; or result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan.	☐	☐	☐	☒

Discussion:

As indicated in Section II of this document, the proposed project is consistent with Anticipated Subsequent Projects II.C-10 (Redevelopment Plan) and II.C-5 (Zoning) from the General Plan Master EIR. Maximum development is limited to the Community Development Policies of the General Plan and is thus within the scope of the General Plan Master EIR.

(1) The proposed project is not located in an area to which General Plan mitigations relating to geology, soils, and mineral resources are applied.

(2) Geologic hazards present a fairly uniform level of risk across the 2008 General Plan area. Therefore, known hazards expected to occur in the downtown area are similar to hazards expected throughout Modesto and no impacts greater than those disclosed in the General Plan Master EIR would be expected to occur.

18. ENERGY

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts pertaining to energy expected after application of mitigations/policies:

Direct Impacts

Effect: Continued development in the Planned Urbanizing Area would have an impact on available energy supplies. Energy consumption likely would increase substantially by 2025 as a result of implementation of the Urban Area General Plan.

Cumulative Impacts

Effect: Implementation of the Urban Area General Plan will have a cumulatively considerable impact on energy consumption.

b. Master EIR and/or New Mitigation Measures Applied to the Project

The following energy mitigation measures pertinent to the proposed project are found on pages V-18-2 through V-18-8 in the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project. Those measures will be listed in Section V, Mitigation Applied to Project.

Discussion:

The project implements General Plan Master EIR Mitigation Measures E-6, E-8, E-9, E-10, E-11, E-12, and E-31. General Plan Master EIR Mitigation Measures E-2, E-3, E-4, E-5, and E-41 will be applied to new development. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-18.B of the Master EIR discloses impacts of implementing the Urban Area General Plan on energy resources. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
18. ENERGY				
1) The proposed project is inconsistent with policies relating to energy in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would result in energy consumption during construction, operation, maintenance, or removal that is more wasteful, inefficient, and unnecessary than assumed in the Urban Area General Plan.	☐	☐	☐	☒

Discussion:

The proposed code amendment and rezone is an Anticipated Subsequent Project of the General Plan Master EIR, as described in Sections II.C-10 (Redevelopment Plan) and II.C-5 (Zoning) of the Master EIR. The code was prepared in compliance with the Redevelopment Master Plan, which is identified as being within the scope of the General Plan, and the maximum development scenario is limited to the Community Development Policies of the General Plan and thus is within the scope of the General Plan Master EIR. The proposed project has as its purpose the implementation of General Plan Mitigation Measures E-6, E-8, E-9, E-10, E-11, E-12, and E-31.

(1) As under the existing conditions, development that occurs regulated by the proposed Downtown Form-Based Code must comply with General Plan Mitigation Measures E-2, E-3, E-4, E-5, and E-41.

(2) There is no reason to expect that energy used during construction, operation, or maintenance of buildings under the proposed code would be different from construction, operation, or maintenance of buildings constructed under the existing zoning code. No additional impact on energy consumption is anticipated to occur, as compared to that disclosed in the 2008 General Plan.

19. EFFECTS ON VISUAL RESOURCES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on visual resources expected after application of mitigations/policies:

Direct Impacts

Effect: New development in the Planned Urbanizing Area will occur in areas that are in agricultural production or are otherwise lightly developed, which could lead to the introduction of light and glare in areas that have little nighttime illumination.

Cumulative Impacts

Effect: No additional cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

The following visual resources mitigation measures pertinent to the proposed project are found on pages V-19-3 and V-19-4 in the Master EIR. All mitigation measures appropriate to the proposed project will be incorporated into or made conditions of approval of this project. Those measures will be listed in Section V, Mitigation Applied to Project.

Discussion:

The appropriate mitigation to be applied to new development regulated by the proposed code amendment includes General Plan Master EIR Mitigation Measures VR-3 and VR-4. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-18.B of the Master EIR discloses impacts of implementing the Urban Area General Plan on energy resources. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
19. EFFECTS ON VISUAL RESOURCES				
1) The proposed project is inconsistent with policies relating to visual resources in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would degrade views from riverside areas and parks to a greater degree than assumed in the Urban Area General Plan.	☐	☐	☐	☒
3) The proposed project would degrade views of riverside areas from public roadways and nearby properties to a greater degree than assumed in the Urban Area General Plan.	☐	☐	☐	☒

Discussion:

The proposed project is an Anticipated Subsequent Project as described in Sections II.C-10 (Redevelopment Plan) and II.C-5 (Zoning) of the Master EIR, as noted in Section II of this document. The Downtown Form-Based Code was prepared in compliance with the Redevelopment Master Plan, which is within the scope of the General Plan, and maximum development is limited to the Community Development Policies of the General Plan. Therefore, the project is within the scope of the General Plan Master EIR.

(1) Development under the proposed Downtown Form-Based Code would be required to comply with General Plan Master EIR Mitigation Measures VR-3 and VR-4.

(2) Views from the Tuolumne River and Tuolumne River Regional Park are constrained by the lower elevation of the park than surrounding areas, trees along the river, and in some places by the proximity of bluffs on one or both sides of the river. The proposed project could increase the number of relatively tall buildings (3 to 5 stories) in downtown Modesto, but the area affected by the proposed project lies well away from the river and park and would most likely not be visible from the river and park.

(3) Although downtown Modesto is adjacent to Tuolumne River Regional Park, the area affected by the Downtown Form-Based Code is not near enough the Tuolumne River or Tuolumne River Regional Park to affect views of the park and river from adjacent street.

20. LAND USE AND PLANNING

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts pertaining to land use and planning expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

The following land use and planning mitigation measures pertinent to the proposed project are found on pages V-20-6 through V-20-17 in the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project. Those measures will be listed in Section V, Mitigation Applied to Project.

Discussion:

The proposed project is intended to implement General Plan Master EIR Mitigation Measures LUP-41, LUP-42, LUP-43, LUP-44, and LUP-45. No further General Plan Mitigation Measures are required and No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-20.B of the Master EIR discloses impacts of implementing the Urban Area General Plan on land use and planning. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
20. LAND USE AND PLANNING				
1) The proposed project is inconsistent with land use and planning policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project contains elements that would physically divide an established community in a way not assumed in the Urban Area General Plan.	☐	☐	☐	☒
3) The proposed project conflicts with a land use plan, policy or regulation established for the purpose of avoiding or mitigating an environmental impact by an agency that has jurisdiction over the proposed project.	☐	☐	☐	☒
4) The proposed project conflicts with an applicable habitat conservation plan or natural community conservation plan.	☐	☐	☐	☒

Discussion:

The proposed project is intended to implement General Plan Mitigation Measures LUP-41, LUP-42, LUP-43, LUP-44, and LUP-45. As indicated in Section II of this document, the proposed project is an Anticipated Subsequent Project as described in Sections II.C-10 (Redevelopment Plan) and II.C-5 (Zoning) of the Master EIR. The Downtown Form-Based Code was prepared in compliance with the Redevelopment Master Plan, which is identified as being within the scope of the General Plan. Maximum development is limited to the Community Development Policies of the General Plan, thus the project is within the scope of the General Plan Master EIR.

(1) The proposed project is consistent with Goal I.C.6, page I-5 in the Urban Area General Plan because it promotes higher density, mixed-use development to create a balanced, vibrant downtown.

(2) Downtown Modesto is laid out on a fairly consistent street grid, which promotes connectivity and short trips. The proposed project would discourage the creation of "superblocks" and encourage the retention of alleys, which will further assist with connectivity and short trips. No adverse impacts are expected to occur with the project.

(3) The proposed project is intended, in part, to improve compliance with environmental goals, such as energy use, transportation, and air quality by creating a physical environment that supports and encourages walking, bicycling, and transit use and reduces trip lengths, while discouraging automobile use to some degree. No adverse impacts are expected to occur as a result of the project.

(4) There is no habitat conservation plan or natural community conservation plan that will be affected by the proposed Downtown Form-Based Code.

21. CLIMATE CHANGE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts pertaining to climate change expected after application of mitigations/policies:

Direct Impacts

Effect: Impacts resulting from implementation of the Urban Area General Plan are not substantial enough to result in a significant direct impact on climate change, as disclosed in the Master EIR.

Cumulative Impacts

Effect: Implementation of the Urban Area General Plan will have a cumulatively considerable impact on climate change.

b. Master EIR and/or New Mitigation Measures Applied to the Project

The following climate change mitigation measures pertinent to the proposed project are found on pages V-21-7 through V-21-10 in the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project. Those measures will be listed in Section V, Mitigation Applied to Project.

Discussion:

The project implements General Plan Mitigation Measures CL-3, CL-4, CL-5, CL-12, CL-13, and CL-20. General Plan Mitigation Measure CL-25 will be applied to new development. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-18.B of the Master EIR discloses impacts of implementing the Urban Area General Plan on climate change. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
21. CLIMATE CHANGE				
1) The proposed project is inconsistent with policies relating to climate change in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would result in average automobile trip lengths or CO_2 emissions higher than those assumed in the Master EIR.	☐	☐	☐	☒
3) The proposed project would conflict with the Sustainable Communities Strategy or Alternative Planning Strategy that the Air Resources Board has agreed will achieve the goals of AB 32.	☐	☐	☐	☒

Discussion:

The proposed project and Modesto's focus on downtown development is intended, in part, to reduce motor vehicle trips and their length and encourage walking and bicycling in service of the goals of AB 32 and SB 375. The project implements General Plan Mitigation Measures CL-3, CL-4, CL-5, CL-12, CL-13, and CL-20. As indicated in Section II of this document, the Downtown Form-Based Code is an Anticipated Subsequent Project as described in Sections II.C-10 (Redevelopment Plan) and II.C-5 (Zoning) of the General Plan Master EIR. The proposed project has been prepared in compliance with the Redevelopment Master Plan, which is within the scope of the General Plan, and maximum development is limited to the Community Development Policies of the General Plan. Therefore, the project is within the scope of the General Plan Master EIR.

(1) As under the existing zoning code, new development under the proposed project must comply with General Plan Mitigation Measure CL-25.

(2) Development under the proposed regulations will facilitate trip length reductions by creating a physical environment that supports and encourages walking, bicycling, and transit use and reduces trip lengths, while discouraging automobile use to some degree. Compliance with a number of General Plan Mitigation Measures described in other portions of this document will reduce both vehicle miles traveled and total number of vehicle trips.

(3) The adopted Sustainable Communities Strategy encourages infill development. The proposed project is consistent with StanCOG's Sustainable Communities Strategy.

V. MITIGATION MEASURES APPLIED TO THE PROPOSED PROJECT

If the Initial Study results in the determination that a Finding of Conformance can be adopted for the proposed project Section A below applies. If the Initial Study results in the determination that a Finding of Conformance cannot be adopted and a Mitigated Negative Declaration/EIR must be prepared for the project then Section B, below applies.

A. Master EIR Mitigation Measures Applied to the Project

Pursuant to Public Resources Code Section 21157.1(c), in order for a Finding of Conformance to be made, all appropriate mitigation measures from the Master EIR shall be incorporated into the proposed project. Urban Area General Plan Policies/Master EIR mitigation measures shall be made part of the proposed project prior to approval by means of conditions of project approval or incorporation into the appropriate document or plan.

All applicable and appropriate mitigation measures have been applied to the project (see mitigation measures listed below).

B. New or Additional Mitigation Measures or Alternatives Required

Where the project's effects would exceed the significance criteria for each environmental impact category, a mitigated negative declaration or Focused EIR must be prepared. Staff has reviewed the project against the significance criteria thresholds established in the Master EIR for all impact categories in this Initial Study.

A Mitigated Negative Declaration or Focused EIR shall be prepared for the project. The following additional project-specific mitigation measures listed below are necessary to reduce the identified new significant effect:

Traffic and Circulation:

General Plan Master EIR Mitigation Measures TC-1, TC-5, TC-12, TC-13, TC-28, and TC-43 will be applied.

Degradation of Air Quality:

The project implements General Plan MEIR Mitigation Measures AQ-1, AQ-3, and AQ-4.
General Plan Mitigation Measures AQ-7, AQ-17, AQ-18, AQ-26, AQ-40, AQ-42, AQ-43, AQ-44, AQ-46, AQ-47, AQ-48, AQ-49, AQ-50, AQ-51, and AQ-52 and Mitigations 4.1-1a, 4.1-1b, and 4.1-5 from the RDA Program EIR will be applied to new development regulated by the proposed code amendment.

Generation of Noise:

General Plan Mitigation Measures N-1, N-2, N-3, N-6, and N-7 and Mitigations 4.5-1, 4.5-2, 4.5-3, 4.5-4, and 4.5-5 from the RDA Program EIR will be applied to new development regulated by the proposed code amendment.

Effects on Agricultural Lands:

The proposed project implements General Plan Mitigation Measures AL-7, AL-8, and AL-15.

Increased Demand for Long-Term Water Supplies:

No mitigation is needed.

Increased Demand for Sanitary Sewer Services:

General Plan Master EIR Mitigation Measures SS-4, SS-7, SS-8, SS-11, SS-12, SS-19, and SS-21 and RDA Program EIR Mitigation 4.8-1 will be applied to new development regulated by the proposed code amendment.

Loss of Sensitive Wildlife and Plant Habitat:

No mitigation is needed.

Disturbance of Archaeological/Historic Sites:

The proposed project implements General Plan Master EIR Mitigation Measure AH-5. Modesto has a historic resources inventory, in compliance with AH-8. General Plan Master EIR and RDA Program EIR Mitigation Measures AH-1, AH-2, AH-3, AH-6, AH-7, AH-12, and Measure 4.6-1 will be applied to new development.

Increased Demand for Storm Drainage:

General Plan Master EIR Mitigation Measures SD-2, SD-3, SD-4, SD-5, SD-7, SD-9, and SD-11 will be applied to new development regulated by the proposed code amendment.

Flooding and Water Quality:

General Plan Master EIR Mitigation Measures FWQ-2, FWQ-4, FWQ-11, FWQ-12, FWQ-13, and FWQ-15 will be applied to new development regulated by the proposed code amendment.

Increased Demand for Parks and Open Space:

No mitigation is needed.

Increased Demand for Schools:

General Plan Master EIR Mitigation Measures S-3 and S-8 will be applied to new development regulated by the proposed code amendment.

Increased Demand for Police Services:

General Plan Master EIR Mitigation Measures PS-8 and PS-9 (including PS-10, PS-11, PS-12, PS-13, PS-14, and PS-15 as appropriate) will be applied to new development regulated by the proposed code amendment.

Increased Demand for Fire Services:

No mitigation is required.

Generation of Solid Waste:

No mitigation is required.

Generation of Hazardous Materials:

No mitigation is required.

Geology, Soils, and Mineral Resources:

No mitigation is required.

Energy:

The proposed project implements General Plan Master EIR Mitigation Measures E-6, E-8, E-9, E-10, E-11, E-12, and E-31. General Plan Master EIR Mitigation Measures E-2, E-3, E-4, E-5, and E-41 will be applied to new development regulated by the proposed code amendment.

Effects on Visual Resources:

General Plan Master EIR Mitigation Measures VR-3 and VR-4 will be applied to new development regulated by the proposed code amendment.

Land Use and Planning:

The proposed project implements General Plan Master EIR Mitigation Measures LUP-41, LUP-42, LUP-43, LUP-44, and LUP-45. No additional mitigation measures are needed.

Climate Change:

The project implements General Plan Master EIR Mitigation Measures CL-3, CL-4, CL-5, CL-12, CL-13, and CL-20. General Plan Mitigation Measure CL-25 will be applied to new development regulated by the proposed code amendment.

ATTACHMENT A

Text of Proposed Downtown Form-Based Code

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-162

RESOLUTION ADOPTING THE TAGGING ABATEMENT PROGRAM AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL NECESSARY IMPLEMENTATION DOCUMENTS

WHEREAS, there has been an influx of tagging within City limits, which sends the wrong message to residents and visitors, and

WHEREAS, despite City and volunteer efforts, the City is rapidly losing the fight against tagging and desires to implement a new Tagging Abatement Program ("Program"), and

WHEREAS, the Program is designed to identify and remove tagging quickly, and

WHEREAS, the Program will feature anti-tagging cameras, a smart phone app, public outreach and awareness, and two abatement vehicles, and

WHEREAS, the Program will be managed by a Code Enforcement Supervisor, and staffed with two Maintenance Worker I/IIs, two part-time Service and Maintenance Aides, and one Administrative Office Assistant II, dedicated to the abatement of tagging, and

WHEREAS, the total cost to implement the Program is $789,330 to be funded through General Fund Reserves, the Multi-Year Abatement Fund and Water Fund.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Tagging Abatement Program and authorizes the City Manager, or his designee, to execute all necessary implementation documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 12th day of May, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-163

RESOLUTION AMENDING THE FISCAL YEAR 2014/2015 OPERATING BUDGET AND APPROPRIATING $789,330 TO FUND THE TAGGING ABATEMENT PROGRAM

WHEREAS, certain budgetary transactions are necessary in the amount of $789,330, in order to fund the Tagging Abatement Program ("Program"), and

WHEREAS, the Fiscal Year 2014-2015 Operating Budget must be amended as shown in **Exhibit A**, which is incorporated by reference herein,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the amendment of the Fiscal Year 2014-2015 Operating Budget as shown in **Exhibit A.**

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 12th day of May, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT A

Amend the Fiscal Year 2014-2015 Operating Budget to fund the implementation of the new Tagging Abatement Program as follows:

Item	Amount	Funding Source	Account
45 Anti-Tagging Cameras	$420,000	General Fund Reserves (Council Deferred Maintenance List)/Water Fund	0100-52150-57004 Public Works Tagging Abatement
Smart Phone App	$ 10,000	Multi-Year Abatement Fund	100673-CED.Building Safety-Professional Services
Public Outreach	$ 10,000	Multi-Year Abatement Fund	100673-CED.Building Safety-Professional Services
Anti-Tagging Abatement Crew	$153,080	Multi-Year Abatement Fund	0100-52150-52005 0100-52150-52300 Public Works Operating Budget
AOAII	$ 25,572	Multi-Year Abatement Fund	0100-14220-51001 Neighborhood Preservation Operating Budget
Code Enforcement Supervisor	$ 90,678	General Fund Reserves	0100-14220-51001 Neighborhood Preservation Operating Budget
Summer Youth Employment	$80,000	General Fund Reserves	0100-14720-53600 Temporary Employee Services
TOTAL	**$789,330**		

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-164

Print

RESOLUTION APPROVING A WILL SERVE LETTER FOR THE PROPERTY LOCATED AT 1445 N. CARPENTER ROAD (APN: 081-028-014 &015) TO CONNECT TO THE CITY OF MODESTO'S EXISTING WATER SYSTEM, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SIGN THE WILL SERVE LETTER

WHEREAS, on May 22, 2012, the City Council approved Resolution No. 2012-202 that amended City Council Policy 5.001, and

WHEREAS, on June 5, 2012, the City Council approved final adoption of Ordinance No. 3566-C.S. amending City of Modesto Municipal Code Section 11-1.05, and

WHEREAS, both of these amendments included language which required that the City Manager, upon the recommendation of the Director responsible for utility system planning, request City Council approval for all extensions of water services into unincorporated areas, and

WHEREAS, on November 25, 2014, the City Council approved Resolution No. 2014-472 that amended City Council Policy 5.001, and

WHEREAS, on December 9, 2014, the City Council approved adoption of Ordinance No. 3611-C.S. amending City of Modesto Municipal Code Section 11-1.05, and

WHEREAS, both of these amendments included language allowing the City Manager upon the recommendation of the Director responsible for utility system planning, to approve standard agreements of service for extension of water services into certain unincorporated areas that are located within the former Del Este Water Service Area without City Council approval, and

WHEREAS, the property located at 1445 N. Carpenter Road, owned by the Islamic Center of Modesto, Inc. is located outside Modesto City limits, and outside the former service area of the Del Este Water Company, and

WHEREAS, the Islamic Center does have an existing water connection but requires an additional connection for a proposed addition to the existing worship center building, and

WHEREAS, City staff has completed an analysis and determined that it is reasonable for the City of Modesto to extend water service to this property, and

WHEREAS, it has been determined that a sufficient quantity of potable water is available for normal usage by the proposed development, and

WHEREAS, the water connection fees are paid and associated permits be obtained prior to connecting to the City water system,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Will Serve letter for the property located at 1445 N. Carpenter Road.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to sign the Will Serve letter.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 26th day of May, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-165

Print

RESOLUTION APPROVING AN OUTSIDE SERVICE AGREEMENT BETWEEN THE CITY OF MODESTO AND ISLAMIC CENTER OF MODESTO INC., A CALIFORNIA NON-PROFIT CORPORATION, FOR WATER SERVICE FOR THE PROPERTY LOCATED AT 1445 N. CARPENTER ROAD (APN: 081-028-014 &015), AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the property located at 1445 N. Carpenter Road is currently connected to the City's water system but needs an additional connection for a proposed expansion, and

WHEREAS, this property is located outside Modesto City limits, and outside the former service area of the Del Este Water Company, and

WHEREAS, if it is determined that it is reasonable for the City to extend water service to this property, and

WHEREAS, it has been determined that a sufficient quantity of potable water is available for normal usage by the proposed development, and

WHEREAS, the water connection fees will be paid and associated permits be obtained prior to beginning any on site construction, and

WHEREAS, that the property owner enters into an Outside Service Agreement for water with the City, as required for water service outside of City limits,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Outside Service Agreement for the property located at 1445 N. Carpenter Road (APN: 081-028-014 & 015).

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 26th day of May, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-166

Print

RESOLUTION APPROVING THE EASEMENT AGREEMENT WITH SAN FRANCISCO PUBLIC UTILITIES COMMISSION AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND AUTHORIZING THE CITY CLERK TO RECORD THE AGREEMENT WITH THE STANISLAUS COUNTY RECORDER'S OFFICE

WHEREAS, JWG McHenry LLC ("Developer") is the current owner of the recently-constructed Infinity car dealership located at 4130 McHenry Avenue, and

WHEREAS, one of the conditions of approval of the project includes the widening of McHenry Avenue between Grecian Avenue and Claratina Avenue, and

WHEREAS, the Hetch-Hetchy power lines and water pipes, governed by the San Francisco Public Utility Commission ("SFPUC"), cross McHenry Avenue adjacent to the Infinity car dealership, and

WHEREAS, prior to providing a permit to the Developer to construct the road improvements over the Hetch-Hetchy water pipes, the SFPUC is requiring the City of Modesto to approve an Easement Agreement, and

WHEREAS, the Agreement requires the City of Modesto to maintain the road improvements above the water pipes, and

WHEREAS, in an effort to assist the Developer so that he can complete the required improvements, staff recommends that the City Council approve the agreement,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves this Easement Agreement dated May 26, 2015 with the San Francisco Public Utility Commission.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Easement Agreement and the City Clerk is authorized to record the agreement with the Stanislaus County Clerk Recorders Office.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 26th day of May, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-167

Print

RESOLUTION APPROVING THE ASSUMPTION OF RISK AND INDEMNITY AGREEMENT WITH JWG MCHENRY LLC AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND AUTHORIZING THE CITY CLERK TO RECORD THE AGREEMENT WITH THE STANISLAUS COUNTY RECORDER'S OFFICE

WHEREAS, JWG McHenry LLC ("Developer") is the current owner of the recently-constructed Infinity car dealership ("Development Project") located at 4130 McHenry Avenue, and

WHEREAS, one of the conditions of approval of the Development Project includes the widening of McHenry Avenue between Grecian Avenue and Claratina Avenue, and

WHEREAS, the Hetch-Hetchy power lines and water pipes, governed by the San Francisco Public Utility Commission("SFPUC") cross McHenry Avenue adjacent to the Development Project, and

WHEREAS, prior to providing a permit to the Developer to construct the road improvements over the Hetch-Hetchy water pipes, the SFPUC is requiring the City of Modesto to approve an Easement Agreement, and

WHEREAS, the Agreement requires the City of Modesto to maintain the road improvements above the water pipes, and

WHEREAS, in an effort to assist the Developer and see that the required improvements are completed in a timely manner, the City of Modesto, by separate Resolution, has approved an Easement Agreement with the SFPUC, and

WHEREAS, because the widening of McHenry Ave. is a requirement of the Development Project, the City is requesting an agreement with the Developer which

transfers the liability associated with the SFPUC Agreement from the City of Modesto to the Developer for a period of five (5) years, and after the five year period, the liability transfers back to the City of Modesto.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Assumption of Risk and Indemnity Agreement dated May 26, 2015 with JWG McHenry LLC.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Agreement and the City Clerk is authorized to record the Agreement with the Stanislaus County Clerk Recorder's Office.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 26th day of May, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-168

RESOLUTION AMENDING THE FISCAL YEAR 2014-2015 ANNUAL OPERATING AND CAPITAL IMPROVEMENT BUDGETS

WHEREAS, a financial analysis has been completed and it has been determined that a budget adjustment is required to the Annual and Capital Improvement Budgets of the City of Modesto for Fiscal Year 2014-2015,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2014-2015 Annual Operating and Capital Improvement budgets as shown in **Exhibit A**, which is **attached** hereto and incorporated by reference herein.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to take the necessary steps to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 26th day of May, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following votes:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT A

FISCAL YEAR 2014-15

PUBLIC WORKS

A budget adjustment is necessary to 1) establish a transfer in the amount of $150,000 from Fund 4540, Bus Fixed Route Max Operations Fund, to Fund 4510, Bus Fixed Route Fund, for the expansion of the Administrative offices at the Transit Center, Capital Improvement Project #100694, Transit Facility Improvement, and 2) establish an expense budget.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-169

RESOLUTION AUTHORIZING THE AWARD OF BID FOR THE PURCHASE OF ALL NINE (9) HALF-TON PICKUP TRUCKS FOR VARIOUS CITY DEPARTMENTS THROUGH THE PUBLIC WORKS DEPARTMENT, FLEET SERVICES DIVISION, TO ALBANY FORD, ALBANY, CA, FOR A TOTAL ESTIMATED COST OF $241,675

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for new vehicles and heavy equipment, through various competitive processes, with the Purchasing Division coming back to Council for award authorization. The nine (9) half-ton pickup trucks were included in the new vehicles and heavy equipment list authorized by the City Manager, and

WHEREAS, the nine (9) half-ton pickup trucks will be used by various City Departments. The six (6) replacement half-ton pick-up trucks have been subjected to a thorough evaluation and have met or exceeded the replacement criteria before being placed on the replacement list. The three (3) half-ton pick-up trucks requested by the Community Forestry Division are to support the growth in personnel that new funding has made possible, and

WHEREAS, The Purchasing Division issued RFB 1415-27 for the purchase of nine (9) half-ton pickup trucks to two-hundred and twelve (212) prospective bidders registered on the City's website under various vehicle commodity codes, two of which are local companies. Seventeen (17) companies chose to download the RFB document, and

WHEREAS, bids were formally opened in the City Clerk's office. Five (5) companies chose to respond, one of which was a local company. All five (5) companies provided a responsive and responsible bid, and

WHEREAS, based on providing the overall lowest responsive and responsible bid for all nine (9) half-ton pickup trucks, City staff recommends the award of bid to Albany Ford, Albany, CA, for an estimated total cost of $241,675, and

WHEREAS, sufficient funds are budgeted in Fiscal Year 2014-15, in account # 5409-53246-57003 and 4892-56040-57003, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. The award of bid for the purchase of all nine (9) half-ton pickup trucks for various City Departments through the Public Works Department, Fleet Services Division, to Albany Ford, Albany, CA, conforms to the Modesto Municipal Code.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of bid for the purchase of all nine (9) half-ton pickup trucks for various City Departments through the Public Works Department, Fleet Services Division, to Albany Ford, Albany, CA.

BE IT FURTHER RESOLVED that the Purchasing Manager or his designee to issue a purchase order for a total estimated cost of $241,675.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 26th day of May, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-170

RESOLUTION AUTHORIZING THE AWARD OF A SOLE SOURCE PROCUREMENT FOR THE PURCHASE OF MODESTO POLICE DEPARTMENT SPECIAL WEAPON AND TACTICS TEAM (SWAT) REPLACEMENT TACTICAL BODY ARMOR, TO FIRST SPEAR OF CALIFORNIA, LLC, EL SEGUNDO, CA; AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO ISSUE A PURCHASE ORDER FOR AN ESTIMATED TOTAL COST OF $52,218

WHEREAS, the Modesto Police Department Special Weapon and Tactics Team (SWAT) is currently wearing body armor that is reaching the end of its useful lifecycle, and

WHEREAS, tactical body armor has an expiration date of five years and after the expiration date, the manufacturer will not guarantee the ballistic integrity of the product, and

WHEREAS, members of the SWAT team have looked at several tactical body armor manufacturers over the past two years, and

WHEREAS, SWAT selected the Custom Siege R tactical vest because it is strong, durable, light-weight and a versatile vest, and

WHEREAS, currently, First Spear of California, LLC is both the manufacturer and sole provider of Siege R tactical vests and all of its components, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid, and

WHEREAS, however, there are exceptions to the rule set forth in the Modesto Municipal Code, and

WHEREAS, one exception, MMC Section 8-3.204(b), states whereas the Purchasing Agency's requirements can be met solely by a single article or process; the sole source procurement of Custom Siege R tactical vests for the mission requirements needed by the Modesto Police Department SWAT team for replacement tactical body armor, to First Spear of California, conforms to the Modesto Municipal Code,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of a sole source procurement for the purchase of a SWAT replacement tactical body armor, to First Spear of California, LLC., El Segundo, CA.

BE IT FURTHER RESOLVED that the Purchasing Manager, or his designee, is hereby authorized to issue a purchase order for an estimated total cost of $52,218.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 26th day of May, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)
APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-171

RESCINDED
Print
MAY 24 2016
THIS RESOLUTION WAS RESCINDED BY MODESTO CITY COUNCIL RESOLUTION NO. 2016-213

RESOLUTION ADOPTING CHANGES TO VARIOUS AIRPORT RATES AND FEES FOR SPECIFIC ACTIVITIES AND SERVICES AT THE MODESTO CITY-COUNTY AIRPORT EFFECTIVE JULY 1, 2015, AND RESCINDING RESOLUTION NO. 2014-19

WHEREAS, the Modesto City-County Airport (Airport) is an enterprise fund and is expected to be self-supporting. The Airport has historically adjusted Rates and Fees effective July 1st by the annual Consumer Price Index (CPI), and

WHEREAS, adjusting Airport Rates and Fees will increase revenue that will allow the airport to recover growing operational expenses incurred by the airport budget, and

WHEREAS, during the past year the CPI of the Western United States has increased 1.9%, and

WHEREAS, the Airport Advisory Committee at its April 16, 2015 meeting, recommended this 1.9% increase and various fees be forwarded onto City Council for its consideration, and

WHEREAS, a duly noticed public hearing was held by Council on May 26, 2015, at 5:30 p.m. in the Tenth Street Place Chambers located at 1010 Tenth Street, Modesto, California, at which all interested persons were given the opportunity to be heard relative to the proposed changes to various rates and fees for specific activities and services at the Modesto City-County Airport.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves changes to various Airport Rates and Fees for specific activities and services at the Modesto City-County Airport as noted in **Attachment** A.

BE IT FURTHER RESOLVED that Resolution 2014-19 shall be rescinded on July 1, 2015 at 12 a.m.

BE IT FURTHER RESOLVED that this resolution shall go into effect and be in full force and operation on July 1, 2015

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 26th day of May, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmember:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmember:	None
ABSENT:	Councilmember:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

SECTION 1. HANGARS. Rental charges for the rental of hangars at the Modesto City-County Airport/Harry Sham Field are hereby established as follows, payable in advance:

(a) T-Hangars

Hangar A Units 2-11	$137.50 per month
Hangar A End-Units 1 & 12	$157.50 per month
Hangar B Units 2-9	$165.00 per month
Hangar B End Units 1 & 10	$203.00 per month
Hangar C Units 2, 3, 4 & 7	$173.00 per month
Hangar C Units 5 & 6 (Electric)	$203.00 per month
Hangar C End Units 1 & 8	$210.50 per month
Hangar D Units 2,3,4,5,7,8,9	$155.50 per month
Hangar D Unit 6 (Electric)	$186.00 per month
Hangar D End Unit #1 (Electric)	$218.00 per month
Hangar D End Unit #10	$187.50 per month
Hangar E Units 1,3,4,5,6,7,8 & 10	$227.00 per month
Hangar E End Units 2 & 9	$265.50 per month
Hangar F Units 1,3,4,5,6,7,8 & 10	$227.00 per month
Hangar F End Units 2 & 9	$265.50 per month
Hangar G Units 1-10	$227.00 per month
Hangar G 11 Storage unit	$47.50 per month
Hangar H Units 1-10	$227.00 per month
Hangar H Storage Units	$47.50 per month
Hangar I Units 1-8	$444.00 per month
Hangar J Units 1-10	$227.00 per month
Hangar J Storage Unit	$47.50 per month
Hangar K Units 2-11	$255.50 per month
Hangar K End Unit #1	$381.50 per month
Hangar K Storage Unit	$90.50 per month
Hangar L Units 1-10	$260.50 per month
Hangar L Storage Unit	$47.50 per month

(b) Storage and P Hangars:

Hangar No. 1	....	$1,637.50 per month
Hangar No. 2	....	$1,333.50 per month
Hangar No. 3	....	$ 732.00 per month
Hangar No. 4	....	$1,246.50 per month
Hangar No. 5	....	$1,240.00 per month
Hangar No. 6	....	$ 726.50 per month
Hangar No. 7	----	$ 80.50 per month (Land Lease)
P Hangars	----	$ 67.00 per month (Land Lease)

A five percent (5%) discount will be made in any of the above rental charges when a year's lease is entered into and the year's rental charges are paid in advance.

SECTION 2 AIRPORT KEYS

(a) Two (2) hangar keys and one (1) gate key are included in initial lease

(b) $45.00 for each additional key

SECTION 3. TIE-DOWN FEES. Tie-down charges and fees at the Modesto City-County Airport/Harry Sham Field are hereby established as follows, payable in advance:

(a) Tail-in Tie-Down – Permanent, helicopter, light single and multi-engine (under 12,500 lbs.) $41.50 per month

(b) Taxi-in Tie-Down – Permanent, helicopter, light single and multi-engine (under 12,500 lbs.) $67.00 per month

(c) Taxi-in Tie-Down – Permanent, helicopter, large multi-engine (over 12,500 lbs.) $.05215 per square foot per month

(d) Taxi-in Tie-Down – Transient, helicopter/single-engine aircraft $7.50 per day

(e) Taxi-in Tie-Down – Transient, helicopter/twin-engine aircraft (under 12,500 lbs.) $9.75 per day

(f) Taxi-In Tie-Down – Transient, helicopter/twin-engine aircraft (over 12,000 lbs.) $14.00 per day

(g) Jets – $14.00 per day

A five-percent (5%) discount will be made in the rental charges set forth in subparagraphs (a), (b), and (c), above when a year's lease is entered into and the year's rental charges are paid in advance.

A volume discount may be given to Fixed Base Operators (FBO) that operate flight schools for light single and multi-engine aircraft (under 12,500 lbs.) for tie-down spaces as set forth in subsections (a) and (b) above. For every two tail-in spaces the FBO agrees to lease, one taxi-in tie-down may be leased for the same price as a tail-in tie-down.

Overnight tie-down of aircraft belonging to or in the custody or possession of a lessee at the Modesto City-County Airport/Harry Sham Field shall be subject to the normal tie-down charge as specified by this section.

SECTION 4. OFFICE SPACE. The monthly charge for office spaces at the Modesto City-County Airport/Harry Sham Field are hereby established as follows:

(a)	Old Administration Building	.....	$.92 per square foot Utilities paid by Airport
(b)	Office Building No. 1	.....	$.92 per square foot Utilities paid by tenant
(c)	Office Building No. 2	.....	$.92 per square foot Utilities paid by tenant
(d)	Hangar Office Space	.....	$.53 per square foot Utilities paid by tenant

SECTION 5. TEMPORARY USE OF AIRPORT PASSENGER TERMINAL.

Organization and service providers desiring to temporarily use the passenger terminal will be charged a daily rate:

(a) Ticket counter ..... $.092 per square foot

(b) Other areas ..... $.092 per square foot

SECTION 6. AIRCRAFT CARRYING PASSENGERS AND/OR CARGO FOR HIRE. Aircraft landing at the Modesto City-County Airport/Harry Sham Field shall pay a landing fee as follows:

(a) All light single, multi-engine aircraft and helicopters - $10.00 per landing

(b) All large single and multi-engine aircraft – $.92 per 1,000 pounds of gross weight, but not less than $10.00 per landing

(c) All transient aircraft owned and operated by individuals, companies, and corporations carrying their own products shall not be charged for the first two (2) trips per calendar months. All other trips for the same calendar month shall be charged for at the same rates applied to nonscheduled aircraft carrying cargo for hire.

(d) No landing fee shall be charged for any aircraft, which lands at the airport due to any mechanical or other emergency, except weather, provided that such emergency is reported to the Airport Control Tower prior to landing.

SECTION 7. PASSENGER FACILITY CHARGE (PFC). Commercial air carrying passengers excluding "frequent flyers" or similar airline bonus award enplaning at Modesto City-County Airport/Harry Sham Field shall pay a PFC as approved by Federal Aviation Regulations (FAR) Part 158.

(a) Enplaned passenger by airline - $4.50 per ticketed passenger.

SECTION 8. ADVERTISEMENT CALLBOARD. Firms wishing to advertise in the airport passenger terminal shall have an approved agreement with the City of Modesto. A monthly charge shall be assessed for the use of the advertisement callboard as follows

Display Size	Display Only	Display & Telephone
7.5" x 9.5"	$15.00	$25.00
7.5" x 21"	$35.00	$55.00
19" x 21"	$45.00	$65.00

SECTION 9. MODESTO CITY-COUNTY AIRPORT BASED COMMERCIAL SERVICES. Any person engaging in a commercial enterprise continually based at the Modesto City-County Airport/Harry Sham Field shall pay to the City a fee equivalent to the City Business License Fees set forth in Chapter 1 of Title 6 of the Modesto Municipal Code, except that a minimum fee of $100 will be paid for each aircraft sold, for the privilege of engaging in business in the City of Modesto and on the Airport. Said sum shall be payable at the time and in the manner provided for in Chapter 1 of Title 6 of the Modesto Municipal Code.

SECTION 10. FUEL FLOWAGE FEES. A fuel flowage fee of seven cents ($.07) per gallon of fuel sold or dispensed on the Airport shall be collected for the City of Modesto by the fuel vendors, except that reduced fuel flowage fees collected from scheduled air carriers can be negotiated for volume purchases.

SECTION 12. TEMPORARILY BASED COMMERCIAL SERVICES. Any person engaging in a commercial enterprise, temporarily based at the Modesto City-County Airport/Harry Sham Field, shall pay to the City a license fee in the sum of Two Hundred and no/100ths ($200.00) Dollars, payable in advance.

Each such operator shall also pay to the City as a minimum an additional sum of Ninety and no/100ths ($90.00) Dollars per month, or any portion thereof, payable in advance, for the privilege of using the Airport and its facilities.

SECTION 12. OFF-AIRPORT CAR RENTAL OPERATOR FEE. Off-airport operators picking up customers at the Modesto City-County Airport/Harry Sham Field will pay to the City of Modesto ten percent (10%) of gross on time mileage of vehicles rented. Additionally, the operators will be assessed a parking fee at the same rate on-airport car rental operators are charged for vehicles left in the public parking area overnight.

SECTION 13. MOTOR VEHICLE STORAGE CHARGES. Any person who parks a motor vehicle in Terminal Building Safe and Secure Parking Lot at the Modesto City-County Airport/Harry Sham Field shall pay $5.00 per day. Monthly parking in the remaining parking lots shall be Seventy-two and no/100ths ($72.00) Dollars per month (or the equivalent rate charged by the City of Modesto for monthly parking), payable in advance.

SECTION 14. PENALTIES. A five percent (5%) per month penalty charge shall be made on any of the charges and fees established by this resolution when such charges and fees are not paid within thirty (30) days after they are due and payable. No penalties will be collected on the PFC.

SECTION 15. ANNUAL ADJUSTMENT OF RENTS, FEES AND CHARGES. Commencing July 1, 2003, City Council by Resolution 93-303 established the annual adjustment of rents, fees and charges set forth in Sections 1, 2, 3 and 4 of this resolution stating that they be adjusted annually as of the first day of July.

Said rents, fees, and charges shall be adjusted in the following manner: The base for computing the adjustment is the National Consumer Price Index for the West Urban (all urban consumers), published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), with a base year of 1982 – 1984 = 100 ("Beginning Index"). The Index published most immediately preceding the Adjustment Date in question ("Adjustment Index") is to be used

in determining the amount of the adjustment. If the Adjustment Index has increased over the Beginning Index, the rents, fees and charges set forth in this resolution shall be set by multiplying the rents, fees and charges set forth in this resolution by a fraction, the numerator of which is the Adjustment Index and the denominator of which is the Beginning Index.

In no case shall the minimum rents, fees and charges be less than existing approved and adopted rents, fees and charges nor shall any increase in a year be greater than five (5%) percent. If the indexes change so that the base year differs from that in effect on July 1, 2008, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised at any time after the effective date of this resolution, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-172

RESOLUTION AUTHORIZING SUBMISSION OF THE CITY'S TRANSPORTATION DEVELOPMENT ACT (TDA) TRANSIT CLAIM FOR FISCAL YEAR 2015 - 2016 TO THE STANISLAUS COUNCIL OF GOVERNMENTS (STANCOG) IN THE AMOUNT OF $10,796,245

WHEREAS, the greatest portion of the City's funding for the Transit Service Program is made available under the Transportation Development Act (TDA), which includes Local Transportation Fund (LTF) funds and State Transit Assistance (STA) funds, and

WHEREAS, the Stanislaus Council of Governments (StanCOG) has informed the Finance Department that LTF funds have been apportioned by the State to StanCOG for allocation to public transit agencies pursuant to Article 4 of Chapter 4 of the California Public Utilities Code (PUC), and

WHEREAS, the City has prepared its TDA claim for Fiscal Year 2015-2016 pursuant to these sections of the California PUC, and

WHEREAS, the City's Transit TDA Claim for Fiscal Year 2015-2016 is $10,796,245, and

WHEREAS, the total Transit Operating Budget for Fiscal Year 2015-2016 is $18,527,880, and

WHEREAS, Council action authorizing submission of the Claim is required by StanCOG pursuant to Section 99261 of the California PUC before any TDA funding can be released to the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves submission of the TDA transit claim for Fiscal Year 2015-2016 to StanCOG in the amount of $10,796,245.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 26th day of May, 2015, by Councilmember Zoslocki, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-173

RESOLUTION ACCEPTING THE REPORT FOR FY2014-2015 WATER CONSERVATION STRATEGIES IN CITY OF MODESTO PARKS

WHEREAS, the Governor of the State of California has declared a Drought State of Emergency and the State Water Board has prepared guidelines for local agencies to implement, and

WHEREAS, the City of Modesto has declared that Stage II Drought requirements are now being implemented, and

WHEREAS, the City of Modesto's overall potable water use has been reduced by 118 million gallons in its parks system since FY2012/2013 due to irrigation wells being installed and drought reduction measures being implemented which has resulted in a saving of $220,855 annually to the Parks Operations water budget, and

WHEREAS, it is projected that decreasing the watering at the parks to two days per week will result in an additional savings of 23 million gallons for an overall potable water use reduction percentage of 41% since FY2012/2013 and resulting in an overall annual water budget savings of $264,000 from FY2012/2013, and

WHEREAS, in compliance with the Stage II Drought and State of California requirements staff will implement the following water conservation strategies immediately; 1) Reduce watering in all parks, medians and parkway landscapes to two days per week except as noted; 2) All park restrooms will be cleaned and sanitized using a trigger shutoff nozzle on an as needed basis, instead of daily; 3) Parks vehicles will be washed monthly, instead of bi-weekly; 4) Parks staff will monitor park irrigation during watering hours and report leaks or necessary adjustments; 5) Mow heights to turf areas in all parks will be increased from 2.5" to 3", except on organized sports fields, and

WHEREAS, some larger parks will water one half of the park on Tuesdays and Saturdays and the other half of the park on Wednesdays and Sundays, and

WHEREAS, In the interest and concern of providing for the health and safety of the city's park users in certain parks and facilities, the following exceptions to the Drought Stage II requirements are being sought; 1) Staff requests an exemption from the Stage II Drought Requirements for John Thurman Field, Mary E. Grogan Soccer Complex and various other reservable baseball, softball and soccer fields to apply sufficient irrigation water as necessary to maintain a safe turf playing surface; 2) Staff requests an exemption from the Stage II Drought requirements to pressure wash the bleachers, walkways, picnic areas, restrooms and concession stands as necessary to maintain healthy and safe facilities, and

WHEREAS, There are approximately 26 miles of parkways with turf in the City of Modesto, and

WHEREAS, Turf irrigation in street medians/roundabouts will be turned off this summer and can be converted to groundcover with drip irrigation at a later date, and

WHEREAS, Turf strips in parkways will be limited to two days per week watering to maintain water to street trees but can be converted to groundcover with drip irrigation at a later date.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts the report for fiscal year 2014-2015 Water Conservation Strategies in City of Modesto Parks and authorizes Parks Staff to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 26th day of May, 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-174

Print

RESOLUTION APPROVING THE ALLOCATION OF $34,000 TO IMPLEMENT THE FY2014/2015 WATER CONSERVATION STRATEGY TO REMOVE APPROXIMATELY 2 ACRES OF TURF FROM THREE (3) VILLAGE ONE CFD NEIGHBORHOOD PARKS

WHEREAS, the Governor of the State of California has declared a Drought State of Emergency and the State Water Board has prepared guidelines for local agencies to implement, and

WHEREAS, the City of Modesto has declared that Stage II Drought requirements are now being implemented, and

WHEREAS, the City of Modesto's overall potable water use has been reduced by 118 million gallons in its parks system since FY2012/2013 due to irrigation wells being installed and drought reduction measures being implemented which has resulted in a saving of $220,855 annually to the Parks Operations water budget, and

WHEREAS, it is projected that decreasing watering at the parks to two days per week will result in an additional savings of 23 million gallons for an overall potable water use reduction percentage of 41% since FY2012/2013, and resulting in an overall annual water budget savings of $264,000 from FY2012/2013, and

WHEREAS, the removal of 29 acres of irrigated turf in twenty-eight (28) neighborhood parks would result in the savings of an additional 28 million gallons of potable water use further increasing the percentage reduction of water use since FY2012/2013 by 8% for an overall potable water use reduction percentage of 49% since FY2012/2013, and

WHEREAS, these turf reductions will result in an addition $53,000 in annual water savings for an overall annual water budget savings of $317,000 from FY2012/2013, and

WHEREAS, approximately $34,000 of revenue is requested from the Village One CFD to fund approximately 2 acres of turf removal at three (3) Village One CFD Parks, and

WHEREAS, the $34,000 requested will be paid back in a reduction of $3,000 to the General Fund subsidy of parks maintenance over the next 11 years at the current water rates, and

WHEREAS, it is likely that water rates could increase over the next 11 years and this return on investment could be realized quicker.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending FY2014-2015 Capital Improvement Program Budget to appropriate $34,000 from the Village One CFD to implement the FY2014-2015 water conservation strategy to remove approximately 2 acres of turf from three (3) Village One CFD neighborhood parks and authorizes the Finance Director, or her designee, to take the necessary steps to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 26th day of May, 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-175

RESOLUTION DIRECTING STAFF TO DETERMINE THE ALLOCATION OF $356,000 TO IMPLEMENT THE FY 2014-2015 WATER CONSERCATION STRATEGY TO REMOVE APPROXIMATELY 27 ACRES OF TURF FROM TWENTY-FIVE (25) GENERAL FUND NEIGHBORHOOD PARKS

WHEREAS, the Governor of the State of California has declared a Drought State of Emergency and the State Water Board has prepared guidelines for local agencies to implement, and

WHEREAS, the City of Modesto has declared that Stage II Drought requirements are now being implemented, and

WHEREAS, the City of Modesto's overall potable water use has been reduced by 118 million gallons in its parks system since FY2012/2013 due to irrigation wells being installed and drought reduction measures being implemented which has resulted in a saving of $220,855 annually to the Parks Operations water budget, and

WHEREAS, it is projected that decreasing watering at the parks to two days per week will result in an additional savings of 23 million gallons for an overall potable water use reduction percentage of 41% since FY2012/2013, and resulting in an overall annual water budget savings of $264,000 from FY2012/2013, and

WHEREAS, the removal of 29 acres of irrigated turf in twenty-eight (28) neighborhood parks would result in the savings of an additional 28 million gallons of potable water use further increasing the percentage reduction of water use since FY2012/2013 by 8% for an overall potable water use reduction percentage of 49% since FY2012/2013, and

WHEREAS, these turf reductions will result in an addition $53,000 in annual water savings for an overall annual water budget savings of $317,000 from FY2012/2013, and

WHEREAS, staff requests direction from City Council to formulate a funding plan of approximately $356,000 of revenue to fund approximately 27 acres of turf removal in twenty-five (25) General Fund Parks, and

WHEREAS, Council can direct staff to utilize General Fund Reserves to accomplish this Water Reduction Strategy, and

WHEREAS, Should Council direct staff to utilize General Fund Reserves, it authorizes the Finance Director, or her designee, to amend the Operating Budget as needed to implement the formulated plan, and

WHEREAS, the return on investment of the $356,000 requested should be paid back in a reduction of $50,000 annually to the General Fund subsidy of parks maintenance over the next 7 years at the current water rates, and

WHEREAS, it is likely that water rates could increase over the next 7 years and this return on investment could be realized quicker.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby directs staff to formulate a funding plan of approximately $356,000 to implement the FY2014-2015 water conservation strategy to remove approximately 27 acres of turf from twenty-five (25) general fund neighborhood parks and authorizes the Finance Director, or her designee, to take the necessary steps to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 26th day of May, 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-176

RESOLUTION REAPPOINTING JON RODRIGUEZ TO THE EQUAL OPPORTUNITY/DISABILITY COMMISSION

WHEREAS, Section 1102 of the Charter of the City of Modesto authorizes the City Council to appoint members to various Boards and Commissions, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto as follows:

SECTION 1. JON RODRIGUEZ is hereby appointed to the Equal Opportunity/Disability Commission with a term expiration of January 1, 2019.

SECTION 2. The City Clerk is hereby directed to transmit a copy of this resolution to the appointed members of the Commissions and the Secretary thereof.

The foregoing resolution was introduced in a regular meeting of the Council of the City of Modesto held on the 2nd day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Cogdill

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-177

RESOLUTION APPROVING AMENDING THE BYLAWS OF THE GOLF COURSES ADVISORY COMMITTEE

WHEREAS, the City Council has established the Golf Courses Advisory Committee ("Committee") to serve as a liaison between the general golfing community, golf organizations, and the City to promote the game of golf in the Modesto area, and

WHEREAS, the Committee Bylaws were in need of minor administrative and procedural updates, as set forth in the **attached** "**Exhibit** A", and

WHEREAS, on April 22, 2015, the Committee approved the proposed amended Bylaws and recommended they be forwarded to the City Council for final approval,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto, that it hereby approves the amended Bylaws for the Golf Courses Advisory Committee.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Cogdill

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

CITY OF MODESTO GOLF COURSES COMMITTEE

CONSTITUTION AND BYLAWS

ARTICLE I

DEFINITIONS

Section 1 There is created a Committee to be known and designated as the City of Modesto Golf Courses Committee.

Section 2 As used in these Bylaws, unless a different meaning clearly appears from the context:

A. "Member" shall mean a member of the Modesto Golf Courses Committee.

B. "Modesto Golf Courses Committee" and "Committee" shall mean the City of Modesto Golf Courses Committee.

C. "Modesto golf courses" shall mean Modesto Municipal Golf Course, Dryden Park Golf Course and Creekside Golf Course.

D. "Regular meeting" shall mean the ~~monthly~~ bi-monthly Committee meetings.

Section 3 The fiscal year shall coincide with the City's fiscal year, July 1 to June 30.

ARTICLE II

OBJECTIVES

Section 1 The Committee shall be responsible for promotion of the game of golf in the Modesto area.

Section 2 The Committee shall operate as an advisory body for and among organized golf clubs and the general golfing public of the City of Modesto golf courses.

Section 3 The Committee shall act as liaison between the general golfing public, golf clubs, and the City of Modesto ~~Parks, Recreation and Neighborhoods~~Community and Economic Development Department, and

A. Shall receive and consider all proposals for innovations or material changes in established procedures or the modification of the golf courses.

B. Endorse participation in golf through the Player Development Programs and Tournament activities with a special emphasis on Junior, Senior and Disabled golf.

Section 4 The Committee shall encourage, promote and maintain a high standard of sportsmanship among golfers.

Section 5 The Committee shall consider the annual budget for the Golf Enterprise Fund during the process of its preparation and make recommendations to the Director of ~~Parks, Recreation and Neighborhoods~~Community and Economic Development concerning the annual budget of the Golf Enterprise Fund, including the fees and rates to be charged for the use of golf course facilities.

Section 6 The Committee shall perform such other duties relating to the Modesto Golf Courses as may be assigned by the Director of ~~Parks, Recreation and Neighborhoods~~Community and Economic Development.

Section 7 Nothing in this article shall be deemed to invest the Committee with any supervisory powers over the actions and duties of City employees, or of any Lessee of the City, engaged in work relating to the construction, improvement, repair, maintenance or operations of the Modesto golf courses.

ARTICLE III

MEMBERSHIP

Section 1 The City of Modesto Golf Courses Committee shall consist of eleven (11) Members.

Section 2 The Members of the Committee shall reside within the city limits of the City of Modesto at the time of appointment and must maintain residence within the City at all times during their service on the Committee.

Section 3 None of the members shall hold any paid office or employment or shall be currently a contractor with the City of Modesto.

Section 4 Five (5) members of the Committee shall represent organized golf clubs at the municipal golf courses, one from each of the following clubs: Muni Niners; SIRS; Modesto Golf Club; Dryden Park Women's Club; and Creekside Golf Club. Six (6) members shall be appointed at large.

Section 5 The membership of each organized golf club shall recommend one member to represent their respective clubs, with the remaining six (6) at-large members to be approved by a majority vote of the City Council.

Section 6 The Director of ~~Parks, Recreation and Neighborhoods~~Community and Economic Development or his/her designee will serve as staff to the Committee and represent the City of Modesto, within the limits dictated by fiscal constraints.

ARTICLE IV

TERMS OF OFFICE

Section 1 The term of office shall be effective as of the first of January.

Section 2 The term of office shall be four (4) years for each Member of the Committee. Members may be re-appointed after their initial term, but in no event shall any person who has served two (2) consecutive terms on the Committee be eligible for re-appointment to the Committee. Committee members are eligible for re-appointment to the Committee after a two- (2) year absence from the Committee has transpired.

Section 3 Serving any portion of an unexpired term shall not be counted as service of one term. Members not eligible for re-appointment may continue to serve until their successors are appointed and meet all of the qualifications outlined in Article III Membership of these bylaws. No member shall serve more than a maximum of eight (8) consecutive years.

Section 4 The terms of office for the inaugural Committee will be two (2) years for five (5) members of the Committee, and four (4) years for the remaining six (6) members. Each member's term of office shall terminate on December 31 of their respective year.

Section 5 The Members of the Committee shall receive no compensation for the performance of their official duties.

Section 6 Appointments to fill vacancies on the Committee shall be handled in the same manner as original appointments. When a vacancy occurs during a term, the appointment to fill such vacancy shall be for the unexpired portion of the term.

Section 7 Members of the Committee may be removed by a majority vote of the City Council after a recommendation by the Director of ~~Parks, Recreation and Neighborhoods~~Community and Economic Development and a majority vote of the Committee. Examples of reasons for removal of a Committee Member from the Committee are:

A. Incompetence, malfeasance, misfeasance, neglect of duty, or conviction of a crime involving moral turpitude.

B. Refusal to resign from the Committee when no longer a resident of the City of Modesto.

C. Automatic removal from the Committee will be required when a member is absent from three (3) meetings within a twelve- (12) month period without official permission expressed in the official minutes.

ARTICLE V

ATTENDANCE AT MEETINGS

Section 1 It shall be the responsibility of each Member to know the dates and times of all regular meetings of the Committee. If a Member knows he or she will not be able to attend a regularly scheduled meeting, it shall be his or her responsibility to notify the Committee Chair or Staff Liaison at least forty-eight hours before the meeting, in order for the absence to be recorded as an excused absence.

Section 2 The Secretary will document when any Committee Member is late arriving for a meeting or when a Committee Member leaves a meeting before adjournment. The minutes of each meeting will list those Members in attendance, those who are excused and those who are unexcused.

ARTICLE VI

OFFICERS AND THEIR DUTIES

Section 1 Officers shall consist of Chair and Vice-chair, elected by a majority vote of the Members of the Committee. Officers shall serve a one- (1) year term commencing on January 1. The election shall be held at the January meeting, or the first meeting of the year.

Section 2 All officers shall exercise all privileges of membership, including the making of motions, seconding and debate.

Section 3 The Chair ~~shall not~~may serve consecutive terms. The Vice-chair ~~shall not~~may serve consecutive terms.

Section 4 The Chair shall preside at all meetings and appoint all sub-committees of the Committee and shall ensure that the bylaws, rules and regulations as adopted by the Committee are properly enforced. The Chair shall be an ex-officio member of all sub-committees.

Section 5 The Vice-chair shall assist the Chair in his/her duties and in the absence of the Chair shall perform all duties usually performed by the Chair.

Section 6 The ~~Parks, Recreation and Neighborhoods~~Community and Economic Development Department shall provide a staff member to serve as secretary. He/she shall keep a record of the minutes of all meetings, reports of sub-committees and such other duties as are usually performed by a secretary. He/she shall supply the Members of the Committee and any sub-committees and the Director ~~of Parks, Recreation and Neighborhoods~~Community and Economic Development and his/her designee(s) with copies of all records taken within three (3) weeks after a meeting takes place. He/she shall also assist in publicity releases concerning Committee activities.

ARTICLE VII

MEETINGS

Section 1 Regular meetings of the Committee shall be held at such times and places as from time to time may be designated by a majority vote of the Committee.

Section 2 In the event that a regular meeting falls on a holiday, the meeting shall be scheduled by a vote of the Committee. Special meetings shall be called by the Chair as necessary.

Section 3 Notices of all meetings, including an agenda, shall be given to all members of the Committee, to the City Clerk, to the City Manager, to the Director of ~~Parks, Recreation and Neighborhoods~~Community and Economic Development and to all others as provided by law. All such notices shall be furnished to the Committee in writing at least seventy-two hours prior to the time of such meeting.

Section 4 All meeting agendas will be posted at Tenth Street Place and will be available at the following public facilities: Tenth Street Place, the Main Branch of the Stanislaus County Free Library and at City of Modesto golf courses.

Section 5 All meetings shall comply with the requirements of the Ralph M. Brown Act.

Section 6 A quorum is necessary for the Committee to transact any business. A quorum shall be defined as a simple majority of active Committee members.

Section 7 All meetings of the Committee, or its standing or special sub-committees, shall be open to the public and shall be held at a public facility which is accessible in accordance with the regulations of the Americans with Disabilities Act.

ARTICLE VIII

ORDER OF PROCEEDINGS

Section 1 Sturgis' Standard Code of Parliamentary Procedure shall be the guide for parliamentary procedures in the conduct of Committee meetings.

Section 2 The order of proceedings of all meetings shall be as follows, subject to majority vote of the Members present:

A. Call to Order
B. Approval of Minutes
C. Written Communications
D. Old Business
E. New Business
F. Oral Communications
G. Matters Too Late for the Agenda
H. Adjournment

Section 3 Members of the public shall not speak unless recognized by the Chair and shall state their names and addresses before making any statement, which shall become a part of the public record. The Chair may remove any person who refuses to follow these rules or the decision of the Chair.

ARTICLE IX

AMENDMENTS

Section 1 The Constitution and Bylaws may be recommended for amendment at a regularly scheduled meeting of the Committee. A written notice containing the proposed changes shall be provided to each member at least sixty (60) days prior to the meeting. When all other conditions are met, an amendment requires a simple majority vote of the active members of the Committee.

Section 2 The Constitution and Bylaws and any future amendments shall be subject to the final approval of the City Council and shall not and are not intended to go beyond any of the powers and duties given to the Committee by the City Council.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-178

RESOLUTION ACCEPTING THE AGREEMENT WITH JOCELYN E. ROLAND, PH.D., ABPP, TO PROVIDE COUNSELING/THERAPY, AND PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES FOR THE MODESTO POLICE DEPARTMENT; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, since January 1, 1980, the City of Modesto has provided counseling and psychological services to Modesto Police Department sworn, and

WHEREAS, the current contract will be expiring and the Modesto Police Department is seeking authorization of sole source procurement with Jocelyn E. Roland, Ph.D., ABPP, to provide counseling/therapy to all full-time regular and reserve sworn Peace Officers of the Agency, at no cost to the covered employees, and

WHEREAS, the contractor will provide mental health consultation for the Modesto Police Critical Incident Team (CIT) and SWAT activations in the field, as well as participate and assist in regular trainings with the team, and

WHEREAS, the City will pay Dr. Roland $58,000 annually for the term of this Agreement for these services, and

WHEREAS, the parties will meet January 15th of each year to review the number of employees covered under the contract, and

WHEREAS, the contractor will also provide pre-employment psychological screenings for all regular and reserve Peace Officer applicants, as well as Animal Control Officer applicantss to determine emotional and mental stability according to Government Code Section 1031 and the California Commission on Peace Officer Standards and Training (POST) Regulation 1955, and

WHEREAS, the consultant shall meet the requirements of POST Commission Regulations, and

WHEREAS, the Modesto Police Department is currently paying $425 per psychological screening, for an estimated total cost of approximately $10,000 annually, and

WHEREAS, the parties will meet January 15th of each year to review the fee cost for the pre-employment psychological screenings to discuss if there will be an adjustment due to increased costs of doing business, and

WHEREAS, Jocelyn Roland, Ph.D., ABPP, is a California licensed psychologist who specializes in providing services in the specialty area of law enforcement, public safety and forensics, and

WHEREAS, she is also the only psychologist providing all the above services in the geographic area who is Board Certified in Police and Public Safety Psychology, and

WHEREAS, Dr. Roland has extensive experience and training and can provide all services required by the Modesto Police Department, and

WHEREAS, the term of the new contract is for five (5) years with three (3) one-year extension options at the sole discretion of the City, for a total of eight (8) years and will commence on July 1, 2015, and

WHEREAS, the Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. However, there are exceptions to the rule set forth in the Modesto Municipal exception, MMC Section 8-3.204(b), which states the purchasing agencies' requirements can be met solely by a single article or process; the sole source to provide

counseling/therapy services for the Modesto Police Department, to Jocelyn E. Roland Ph.D., ABPP, conforms to the Modesto Municipal Code,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts the Agreement with Jocelyn E. Roland, Ph.D., ABPP, to provide counseling/therapy, and pre-employment psychological evaluation services for the Modesto Police Department.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Cogdill

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-179

A RESOLUTION AUTHORIZING THE AWARD OF SOLE SOURCE PROCUREMENT TO PROVIDE COUNSELING/THERAPY SERVICES FOR THE MODESTO POLICE DEPARTMENT, TO JOCELYN E. ROLAND, PH.D., ABPP, FOR AN ESTIMATED TOTAL COST OF $58,000 ANNUALLY, AND PRE-EMPLOYMENT PSCYHOLOGICAL SCREENINGS FOR ALL REGULAR AND RESERVE PEACE OFFICER CANDIDATES, AS WELL AS ANIMAL CONTROL OFFICER CANDIDATES FOR AN ESTIMATED TOTAL COST OF APPROXIMATELY $10,000 ANNUALLY; AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

WHEREAS, since January 1, 1980, the City of Modesto has provided counseling and psychological services to Modesto Police Department sworn, and

WHEREAS, the current contract will be expiring and the Modesto Police Department is seeking authorization of sole source procurement with Jocelyn E. Roland, Ph.D., ABPP, to provide counseling/therapy to all full-time regular and reserve sworn officers of the Agency, at no cost to the covered employees, and

WHEREAS, the contractor will provide mental health consultation for the Modesto Police Critical Incident Team (CIT) and SWAT activations in the field, as well as participate and assist in regular trainings with the team, and

WHEREAS, the City will pay Dr. Roland $58,000 annually for the term of this Agreement for these services, and

WHEREAS, the parties will meet January 15th of each year to review the number of employees covered under the contract, and

WHEREAS, the contractor will also provide pre-employment psychological screenings for all regular and reserve peace officer candidates, as well as Animal Control Officer candidates to determine emotional and mental stability according to Government

Code Section 1031 and the California Commission on Peace Officer Standards and Training (POST) Regulation 1955, and

WHEREAS, the consultant shall meet the requirements of POST Commission Regulations, and

WHEREAS, the Modesto Police Department is currently paying $425 per psychological screening, for an estimated total cost of approximately $10,000 annually, and

WHEREAS, the parties will meet January 15th of each year to review the fee cost for the pre-employment psychological screenings to discuss if there will be an adjustment due to increased costs of doing business, and

WHEREAS, Jocelyn Roland, Ph.D., ABPP, is a California licensed psychologist who specializes in providing services in the specialty area of law enforcement, public safety and forensics, and

WHEREAS, she is also the only psychologist providing all the above services in the geographic area who is Board Certified in Police and Public Safety Psychology, and

WHEREAS, Dr. Roland has extensive experience and training and can provide all services required by the Modesto Police Department, and

WHEREAS, the term of the new contract is for five (5) years with three (3) one-year extension options at the sole discretion of the City, for a total of eight (8) years and will commence on July 1, 2015, and

WHEREAS, the Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. However, there are exceptions to the rule set forth in the Modesto

Municipal exception, MMC Section 8-3.204(b), which states that the purchasing agencies' requirements can be met solely by a single article or process; the sole source to provide counseling/therapy services for the Modesto Police Department, to Jocelyn E. Roland Ph.D., ABPP, conforms to the Modesto Municipal Code,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Council authorizes the award of sole source procurement, in substantially the form **attached** hereto, to provide counseling/therapy services for the Modesto Police Department, to Jocelyn E. Roland, Ph.D., ABPP, for an estimated total cost of $58,000 annually, and pre-employment psychological screenings for all regular and reserve peace officer candidates, as well as Animal Control Officer candidates for an estimated total cost of approximately $10,000 annually.

BE IT FURTHER RESOLVED that the Purchasing Manager, or his designee, is hereby authorized to take the necessary steps to implement the provisions of this resolution.

The foregoing resolution was adopted at a regular meeting of the Council of the City of Modesto held on the 2nd day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Cogdill

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT A

SCOPE OF WORK:

CONSULTANT shall provide Pre-employment Psychological Screenings ("PPE") for regular and reserve Peace Officer applicants, and Animal Control Officer applicants as requested by the CITY's Police Department. The PPE for all applicants will meet any requirements required by Government Code Section 1031(f) and the California Commission on Peace Officer Standards and Training (POST) Regulation 1955. The CONSULTANT will meet the standards of Government Code Section 1031(f) and POST Regulation 1955, specifically 1955(b). The service shall include:

1. A written report to the AGENCY which includes relevant background information, methods utilized, psychological test results and interpretations, and a specific recommendation regarding the applicant's suitability to be a Peace Officer in accordance with Government Code Section 1031(f) and POST Regulation 1955.

CONSULTANT shall provide free confidential counseling sessions to all full-time regular and reserve sworn Peace Officers of the CITY's Police Department, at no cost to the covered employee. Free counseling services will be provided to spouses, significant others and/or dependents to a maximum of three (3) sessions following which they may be referred to another suitable provider. In that event, any costs incurred for services are the employee's. This Agreement does not apply to employees currently disabled or unable to work their regularly assigned duties nor does it cover non-sworn employees. It does not cover mental health services outside of the expertise of the CONSULTANT (i.e., medication prescription, inpatient substance abuse treatment, etc.); however, CONSULTANT will assist the CITY's employee or dependent in locating the appropriate service.

CONSULTANT will provide debriefing of officers involved in shootings and other critical incidents upon the request of the Watch Commander or higher ranking command personnel. These debriefings will be conducted consistent with the CITY's policy, and generally will take place within a five (5) day period post-critical incident. CONSULTANT is available 24-hours per day to respond as needed, at the request of the Watch Commander or higher ranking command personnel, in cases where immediate assistance is required.

CONSULTANT is available 24-hours per day to respond as needed to provide mental health consultation to the Critical Incident Team (CIT) and SWAT activations in the field. CONSULTANT will participate in, and assist with, regularly scheduled trainings with the Teams.

CONSULTANT shall provide psychological support, consultation and training for the Modesto Police Department Critical Incident Stress Management Team (CISM). CONSULTANT will attend scheduled meetings with the CISM Team.

CONSULTANT will provide consultation to Management as requested.

CONSULTANT is available to provide training presentations, schedule permitting.

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-180

Print

RESOLUTION AUTHORIZING THE AWARD OF A SOLE SOURCE PROCUREMENT FOR THE RENTAL OF THREE (3) DV-400C PUMPS FOR THE UTILITIES DEPARTMENT, WASTEWATER COLLECTIONS DIVISION FROM RAIN FOR RENT, STOCKTON, CA, AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO ISSUE A PURCHASE ORDER FOR A TOTAL COST NOT TO EXCEED $100,000

WHEREAS, in January 2012, West Yost Associates completed a draft of the Cannery Segregation Line (CSL) and River Trunk Diversion Plan (The Plan), and

WHEREAS, The Plan consisted of several elements: 1) a risk assessment which included a complete inspection of the CSL and a hydraulic analysis of CSL flows; 2) a temporary bypass pumping plan in the event of a CSL failure; and 3) preliminary design of permanent diversion structures, and

WHEREAS, through the use of Closed Circuit Television (CCTV) inspection and hydraulic analysis, it was determined that the risk of CSL failure is low but is a possibility, and

WHEREAS, the most likely scenario would be a washout of the bank supporting the pipeline, and

WHEREAS, in January 2015, an emergency bank repair was completed due to significant bank erosion at the Tuolumne River, and

WHEREAS, to mitigate the risk of a service disruption caused by a catastrophic failure of the CSL, the Plan included a Temporary Bypass Plan (Bypass Plan) where, in the event of a CSL failure, the Bypass Plan could quickly restore service to CSL users, and

WHEREAS, the worst-case scenario of the Bypass Plan requires three (3) very large and expensive bypass pumps capable of performing the bypass operation that the City does not own and the availability of the pumps is based on a first-come/first-serve basis, and

WHEREAS, to guarantee the availability of the bypass pumps, the Utilities Department is requesting these pumps be placed in standby at the local Rain for Rent yard during the coming CSL season, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. However, there are exceptions to the rule set forth in the Modesto Municipal Code. One exception, MMC8-3.204(b), states where as the purchasing agencies' requirements can be met solely by a single article or process: the sole source procurement for the sole source procurement of remote terminal units (RTU's) and all associated circuit boards conforms to the Modesto Municipal Code.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of sole source procurement for the rental of three (3) DV-400c pumps for the Utilities Department, Wastewater Collection Division from Rain for Rent, Stockton, CA.

BE IT FURTHER RESOLVED that the Purchasing Manager, or his designee, is hereby authorized to issue a purchase agreement for a total cost not to exceed $100,000.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Cogdill

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-181

A RESOLUTION APPROVING BUDGET GOALS AND BUDGET PRINCIPLES AS OUTLINED IN THE MAYOR'S BUDGET MESSAGE AND RECOMMENDED BY THE CITY COUNCIL FINANCE COMMITTEE AS PART OF THE FY 2015-2016 BUDGET DEVELOPMENT PROCESS

WHEREAS, as part of the Mayor's Proposed Budget for FY 2015-2016, the Mayor included Proposed Budget Goals and Budget Principles for the Council's consideration, and

WHEREAS, each year the City Council's Finance Committee makes recommendations regarding the upcoming Fiscal Year Operating Budget and Capital Improvement Program, and

WHEREAS, in the development of the FY 2015-2016 Operating Budget, the Finance Committee reviewed and recommended for City Council consideration the **attached** Proposed Budget Goals and Budget Principles,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Proposed Budget Goals and Budget Principles as shown in **Attachments** 4 and 5, which are incorporated by reference herein.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of June, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Cogdill

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Mayor Garrad Marsh
City of Modesto
1010 Tenth Street, Suite 6200
Modesto, CA 95354
gmarsh@modestogov.com

April 29, 2015

To the Members of the Finance Committee, the City Council and the Citizens of Modesto:

It is my privilege to present to you the Proposed Fiscal Year 2015-16 (FY15-16) Budget for the City of Modesto. The Proposed Budget is in response to the continued fiscal challenges faced by the City. It reflects decisions made in a coordinated effort between the City staff, the City Manager and myself and is guided by the policy and priority direction of the City Council.

Mayor's Recommendation
I recommend that the Finance Committee forward to the City Council for adoption the Proposed Budget for FY15-16.

Challenge Change Opportunity

Introduction
Having effectively navigated through the Great Recession, Modesto is poised to build on a foundation of last year's FY14-15 balanced budget, our first balanced budget in over 15 years. Though challenges abound we recognize that success will depend on our ability to be strategic, focus on the priorities, and to leverage and invest resources in an environment of change and innovation. While improvements in revenues are occurring, Modesto's is still $27 million below 2007's Consumer Price Index adjusted receipts.

As a result, the City does not have the resources necessary to achieve the level of opportunity and quality of life that the community aspires. As City Government, we are still focused on attaining long-term fiscal sustainability and improving the level of services that will put the City in a stronger position for delivering effective and efficient services in support of the community.

The City's new Strategic Plan and the proposed FY15-16 Budget are built on the premise that we must work together with our neighborhoods, non-profits, businesses, educational community and other agencies in a network of collaboration and partnership. Modesto is moving toward the more challenging route of engaging the community and recognizing that our strength lies with the "quilt" of diverse and unique neighborhoods that make up Modesto. We are a community of Great Neighbors. This proposed budget builds on the effort to align resources, organize staff and set priorities that will support momentum to bring together and leverage the resources of our entire community with the goal of improving the quality of life and opportunity in every neighborhood.

Again this year, Modesto's budget will be balanced with revenues equaling expenses. However, the estimates for the next ten years indicate the City will struggle to even maintain the current level of

services. The initial look at this year's budget indicated a $6.3 million imbalance that has been addressed with several different strategies that do not further reduce our services.

The Strategic Plan and Goals

Modesto's Goal is to align our budget with our Strategic Plan. As such, a look at the newly adopted Strategic Plan is in order.

As approved by City Council, the City Strategic Plan provides the guiding framework and direction for resource allocation and prioritization. We have set a community vision that focuses on four major core commitments.

1. *Great Safe Neighborhoods.* A City where we all work together to ensure our neighborhoods are safe and attractive. Build on the diversity of our many neighborhoods. We engage our neighborhoods as our partners working together to achieve common goals and help make our community an even better place to live, work and play.

2. *Healthy Economy and Great Quality of Life.* A City where in partnership with other governmental agencies, nonprofits, educational agencies and business, we have jobs and educational opportunities that help our families succeed. Work with community to expand access to cultural, entertainment and recreational opportunities for youth and families.

3. *Vibrant Infrastructure and Sustainable Environment.* A City where there is a safe and efficient multi-modal network of transportation and a healthy environment that protects its natural resources and strives for long-term sustainability.

4. *Effective, Responsive and Transparent Government.* A City government of continuous improvement and effective and efficient use of resources; that is responsive to community needs while operating in a transparent and accessible environment.

Within each of the four Core Commitments we have identified initial priority goals. The next steps involve further defining and transforming those goals in to specific steps, timelines and actions that will move us forward.

The proposed FY 2016 budget, within the revenue constraints, is aligned with the Strategic Plan and we will be working to leverage and prioritize budget resources with community resources as we work together in achieving our goals.

The support of Safe Neighborhoods is the number one priority and is in need of additional City resources. We also recognize that as our collaboration and partnership with the neighborhoods grow and neighbors, community groups and organizations work with us to achieve our goals, the City must be in a position to support that partnership. Unfortunately there is not currently, nor does our 10-year forecast indicate, any available new revenues to provide for those public safety resource needs.

The current workloads, especially in Public Safety, warrant our attention. The City's Police and Fire call volumes are at the highest per officer of all agencies in the nation. Even with this limitation, the City experienced a decrease of crime levels this year. This decrease occurred in spite of our limited resources and is due to the talents and commitment of Public Safety personnel as well as new innovative techniques and strategies. To build on that trend, we believe that additional resources are

needed. In addition, targeted as part of a Safe Neighborhood Program and in conjunction with the development of broader engagement and participation by citizens within our Neighborhoods, the City can even further significantly reduce crime and put us more quickly on the road to achieving Great Safe Neighborhoods. There is much to do in defining "Safe Neighborhoods" with our neighborhood partners and community. City staff can only offer an initial proposed budget framework as a place to begin.

The Challenge

As you can see, we have lived within our means and have balanced our budget without relying on borrowing from others. The City has new leadership, a new Strategic Plan and made a wealth of achievements in the last 12 months. However, we still face a significant challenge. In my opinion, *there are not enough financial resources* to ensure we have Great Safe Neighborhoods in our City. Our citizens deserve safety.

The FY15-16 Operating Budget for the City's General Fund provides bare-minimal public safety service levels. A ten-year forecast accompanying this Budget prepared by our Finance staff, and confirmed by outside consultants, show that the City will continue to struggle financially to provide these minimal service levels.

In order to understand the magnitude of the City's needs, the Police Chief submitted the following for his department:

- One of our goals is to create and build Safe Neighborhoods. Our goal will not only require collaboration with our existing neighborhood groups such as Del Wood, College Park and La Loma but investment into our understaffed police department. As a City, it is imperative we bring back our "Beat Health" program that team-up police officers with code enforcement officers and the City attorney to vigorously go after neighborhood nuisance properties.

- We need to bring our patrol staffing levels up to 112 officers assigned to protect our streets. This is essential in order to provide them adequate time to do community policing rather than racing from one call to another. We currently have a goal of 100 officers in patrol; but, we staff between 80 to 90 officers. Our Police Department was a leader in the use of Community Service Officers (CSOs) to take reports, respond to traffic accidents and handle non-emergency calls for service. During the economic downturn, the City was forced to cut the CSOs and have since lost the ability for civilian employees to be a force multiplier for the police officers. We need additional CSOs to ensure we are responsive to our community.

- The Police Department has divided the City into four distinct area commands with a lieutenant accountable for each area. To provide those area commanders with the resources they need prevent crime rather than just respond to problems, we need an additional 16 officers, two sergeants, two code enforcement officers, two CSOs and one City attorney to make the impacts and build the neighborhoods we want to have in Modesto.

- Additionally, our traffic accidents, most notably fatal accidents have gone up by 12% in the past two years. We now only have 4 officers working traffic enforcement. In order to make our roads safe to drive on and increase safety around our schools, we need an additional 12 officers to work traffic enforcement and investigation.

- For the past several years, Modesto has fielded the only gang enforcement team in the entire County. We need additional officers and CSOs dedicated to gang awareness and prevention for our youth.

- Our detectives cannot spend the time that is necessary to ensure all cases that have workable leads are investigated and that the perpetrators are taken into custody. Our detective division needs an additional 8 detectives and a sergeant to ensure the City has one property crimes detective in each area command, as well as well as a team of detectives that are able to actively investigate human trafficking and prostitution related crimes.

- Finally as part of the anti-tagging campaign and keeping our neighborhoods free from the blight of tagging, we need a detective and one CSO to track down the perpetrators and ensure there are consequences for their actions.

Our police department has done a good job attempting to leverage existing technology to help ensure we are fully utilizing the resources we have. However, in order to move from a reactive police force to a neighborhood building department that is able to be responsive to our citizens, we need to provide more resources. Without the additional resources, our City will continue to struggle.

It is essential that we find the financial means to permanently keep Fire Station #6 open to protect the citizens in north Modesto. We currently fail to meet our 10-minute "effective force" fire response time. This means delays and increased danger to citizens trapped by hostile fire. It also means more rapidly spreading fires and increased property damage. One way or another, citizens pay for these facts – either through actual loss of lives or property; AND/OR, through increased auto and property insurance rates.

In addition, our City continues to struggle to address deferred maintenance of our public safety infrastructure. The average age of our 11 fire stations is 39 years old. Many of these stations do not meet current ADA standards and were not designed for co-ed firefighters.

I think the real question we need to ask ourselves is how we are going to meet this challenge. The State is not going to solve it for us by giving more money to local governments. The Federal government does not have programs that we can utilize to provide these public safety levels. Because of all of this, I believe the answer lies with us, the Community Leaders of Modesto to find a solution. It is our responsibility to give our citizens a safe City. How are we going to do that? It is my sincere hope and recommendation that as Modesto's leaders we need to answer this question and meet this challenge.

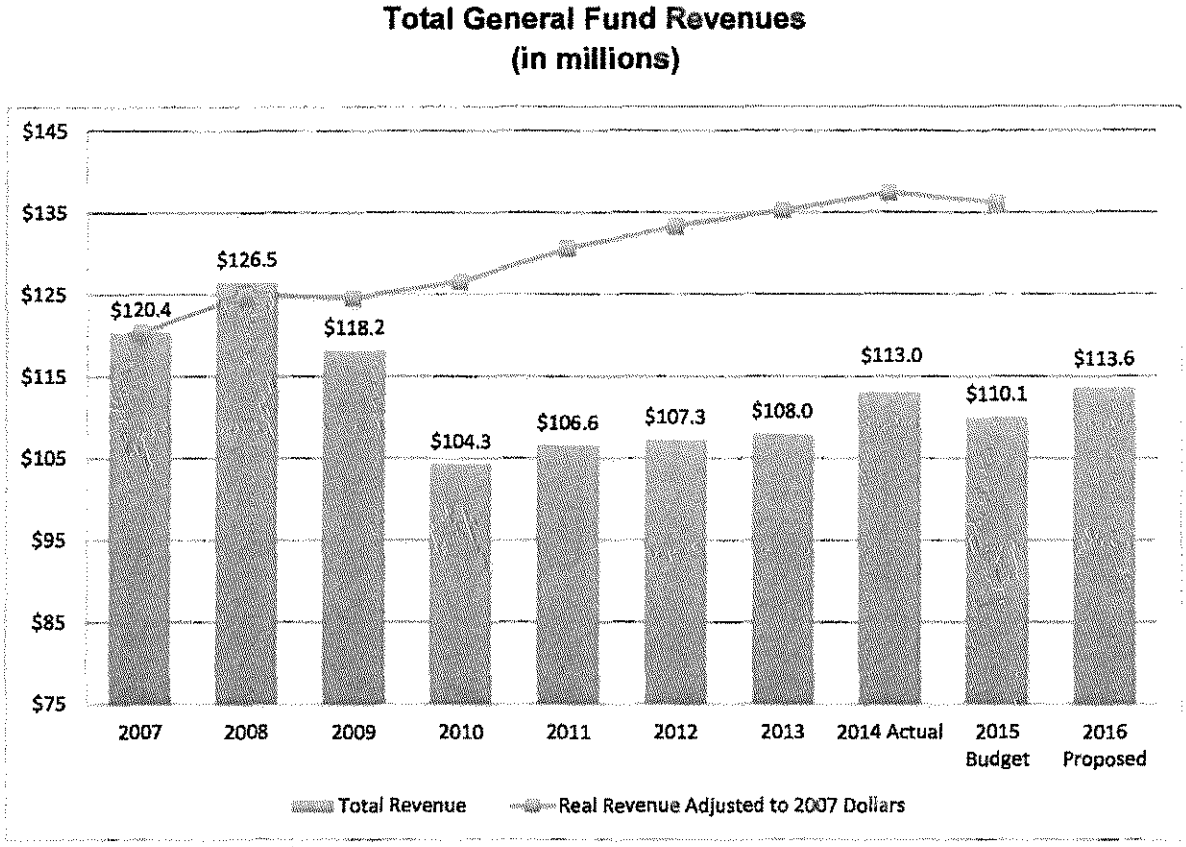
Overview of the Mayor's Proposed Budget

The total City of Modesto operating expense budget for all funds, including certain Joint Power Authorities, for FY15-16 is $367 million. There are three major funds within the City's budget: General, Water and Wastewater. There are also a number of smaller funds; examples include the Golf Fund, Modesto Centre Plaza, Storm Drainage and Airport Funds. This budget message summarizes information for our three primary funds. During the Finance Committee Workshops more information will be provided on all funds.

The General Fund

In FY15-16, it is projected that General Fund revenues (including transfers in from other funds) will be $113.7 million. This reflects an increase of $3.6 million from current budgeted amounts in FY14-15. It is

still over 10% below pre-recession amounts of $126.5 received in FY07-08. This is equal to over 18% (over $24 million behind) on a CPI adjusted basis. Revenues trends for the last 10 years are shown below:



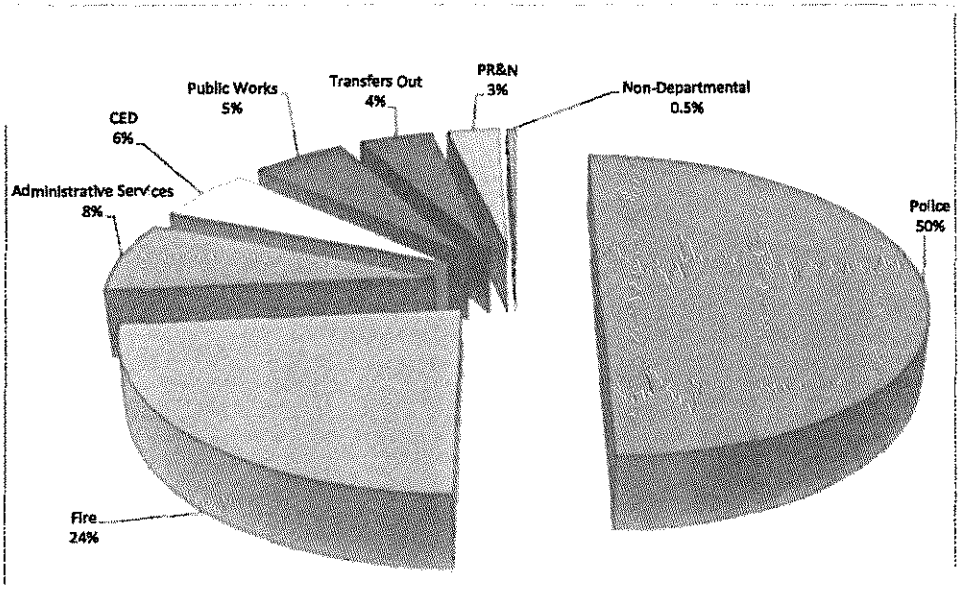
As shown in this table, the City experienced stable and slowly increasing revenues in its General Fund for the last 6 years. A large $3.4 million one-time settlement in FY13-14 pushed revenues from $109.6 to the amount shown above, which allowed the City to fund overdue one-time deferred maintenance projects. Otherwise, the City has sustained revenue increases ranging from .5% to 3.3%, with the largest occurring in FY15-16.

While we are far below Pre-Recession revenue levels, the City has lived within its means, balanced its budget, and stabilized most service deliveries funded out of its General Fund. This does not mean service levels are optimal. As a matter of fact, I believe our revenues do not address the service needs and maintenance deficiencies that exist. We struggle to keep our fire stations opens. We are unable to maintain our parks and roads in good repair. Without greater revenues, Modesto will not be as safe as our citizens deserve. We will not be able to address gangs and drugs, child abuse and family conflicts, homelessness and vagrancy or petty crimes.

As reflected in the first element of our new Strategic Plan, the City values *Great Safe Neighborhoods* and as such, it is the priority for General Fund expenditures. After considering administrative costs recovered from outside the General Fund, public safety comprises 74% of General Fund expenditures.

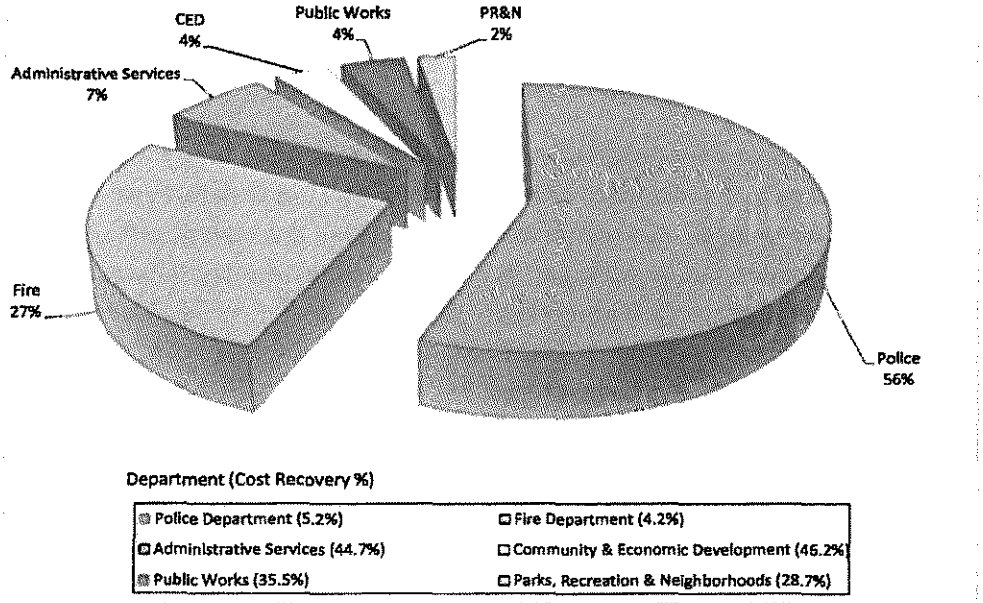
General Fund Expenditures by Department

Net of Cost Allocations



However, that is only part of the story. General Fund departments also generate and recover revenues to offset the cost of providing services. For example, Parks, Recreation & Neighborhoods collect fees from citizens participating in recreational programs. After considering department revenues, public safety comprises 83% of net General Fund expenditures.

Net of Cost Allocations and Department Revenues



This is important to note for two reasons. First, it reflects the true level of spending by the City on its public safety programs. We value our Police and Fire services and our spending reflects that. Second, this fact demonstrates how difficult it would be to make significant reductions in the General Fund without further impacting Police and Fire. This was the challenge we faced in the Great Recession and it still is the challenge before us today if the City were to make further reductions in its General Fund.

Total General Fund expenditures, including transfers out, in the Proposed Budget are $113.7 million.

The previous chart summarizes General Fund expenditures by department. It is clear that public safety comprises the majority of the budget with the Police Department being the largest department within the General Fund. *In fact, all taxes paid directly by our residents do not cover the cost of our police and fire services.* Our goal of Great Safe Neighborhoods is our number one priority, but there are also other essential and quality of life services that need to be provided in complement to achieve Great Safe Neighborhoods.

This budget is balanced. As previously mentioned, our "first look" at the budget showed we were facing a $6.3 million operating deficit. We closed this shortfall through the proposed use of an applied 3% vacancy factor across General Fund departments reducing our budget by $2.3 million. I also proposed the use of $1.6 million of one-time money from the dissolution of the Modesto Regional Fire Authority to keep Fire Station #6 open one more year as we look at other fire suppression delivery models. Now that retiree health cost are going down, we re-evaluated the fund balance reserve levels in our Employee Benefit Funds and also re-evaluated the needed Workers' Compensation reserves. This allowed us to return $2.2 million as one-time rebates against current year costs. We reduced Police overtime by over a quarter of a million dollars. Finally, we prefunded $740,000 from last year's one-time savings to cover one-time expenses including MPD recruitment and retention bonuses.

My goal is to achieve fiscal sustainability by aligning our General Fund expenditures with its revenues. This budget relies on one-time money of less than $5 million or 4% of total expenditures to close its shortfall while maintaining already low existing service levels for public safety. The alternative of further reducing City services at this time is not acceptable to me; however, if long-term solutions to solve this deficit are not found in next 12 months the City will be faced with public safety reductions next year.

Wastewater Fund

The Wastewater Fund provides wastewater services to customers in the Cities of Modesto, Empire and a portion of Ceres. This service area equates to over 200,000 residents. The system consists of approximately 70 miles of trunk lines, 670 miles of sanitary lines and 40 wastewater lift stations. Wastewater is treated at the Sutter Primary Treatment Plant and the Jennings Secondary Treatment Plant.

Wastewater Fund revenues come from monthly service charges to residents at rates established by the City Council. Total revenue for FY15-16 is estimated to be $46.1 million including a planned rate increase of 3.1% that will take effect July 1, 2015. This rate increase will be used to pay debt service costs on existing construction of our Tertiary Treatment Plant.

Wastewater Capital Improvement Program expenses for FY15-16 are projected to be $21.1 million and are in addition to the annual operating and debt service expenses. These expenses include the final of four years' construction costs for the Wastewater Tertiary Phase 2 Treatment Plant, which is anticipated to cost $128 million and will enable the City to comply with its new National Pollutant Discharge Elimination Permit (NPDES) in FY 2018. As previously mentioned, the City has secured a State Revolving Fund low interest rate loan to fund the majority of the construction costs of this project.

Water Fund

The City provides drinking water to residents in the areas of Modesto, Empire, Salida, Waterford, Hickman, Grayson, Del Rio, parts of Ceres and Turlock, and County areas adjacent to the City system equating to approximately 250,000 residents. Water Fund expenses for day-to-day operations include employee and equipment expenses, chemicals for treating water, power for pumping water, and water purchases.

The City collects monthly service charges from the residents within our service area, which represent the primary source of revenues for the Fund. The drought currently affecting California continues into its fourth year and will impact the Fund's revenues. Governor Brown has recently mandated a statewide 25% reduction in urban water use, based on 2013 levels, and a 36% reduction for Modesto's water users. Because of the number of metered vs. non-metered customers and the method of computing water charges, this does not equate to a 35% reduction in revenues. Revenues in the Recommended Budget were projected to be approximately $58 million. This assumed a 5% decrease in revenues due to drought conditions. Since preparation of the Recommended Budget, FY15-16 revenues are now anticipated to decrease by at least 10% and updated budget information is being compiled and will be presented at the budget workshops. As various unknowns play out over the year, exact impacts of the drought will be identified. Staff continues to monitor this situation on a weekly basis and is considering various options in order to ensure the financial stability of the Fund. Rest assured that Modesto's Water Fund will be managed in a fiscally responsible manner and to also meet the mandated cuts.

The capital improvement program for the water utility system in FY15-16 is projected to be $32.8 million and includes major capital projects for downstream improvements related to Modesto Regional Water Treatment Plant - Phase 2 Expansion (MRWTP), the strengthening and replacement of various components of the water system, state-mandated water meter installation and wellhead treatment. These projects are funded through the existing revenue stream generated from monthly service charges.

The FY15-16 Water Fund budget does not have any capital expenditures related to the MRWTP, which historically have been paid for by the Modesto Irrigation District (MID) and funded through long-term financing by MID and the City under a treatment and delivery project. It is anticipated that construction of the MRWTP will be completed in the Fall 2015. While there are still issues to be resolved related to cost overruns and prior construction deficiencies, we continue to discuss these issues with MID. I am hopeful that MID and the City will find a mutually agreeable solution to these issues.

Closing Remarks

There are many transitions occurring at City Hall and our City's Senior Executive team changed dramatically during the last 18 months. Among others, we lost our City Manager, Deputy City Manager, City Attorney, Fire Chief, Information Technology Director, Public Works Director, Utility Director, Park

Director, Deputy Parks Director, and Streets Manager. While some superior people were lost, we have been able to promote some highly qualified individuals and recruit some innovative thinkers to our staff. We have hired what I believe will prove to be a Superstar as our new City Manager. Jim Holgersson has an outstanding record before joining us here in Modesto. His leadership has already allowed the City to develop a new Strategic Plan and strengthen our community partnerships. I am optimistic for the future transitions he will guide us through.

I would like to thank those responsible for the preparation of this year's proposed budget. This document represents a tremendous amount of work by the City's department directors and key members of their staff. Special thanks go to the City's budget staff, who spent countless hours developing this budget into a single working document. I would also like to thank the City Manager, Deputy City Managers and City Council for their leadership throughout this process.

Sincerely,

Garrad Marsh

Mayor, City of Modesto

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Recommended Budget Principles

1. Annually Adopt a Structurally Balanced Budget
A structurally balance budget means on-going revenues and on-going expenditures are in balance with on-going revenues meeting or exceeding expenditures during the same time period. If a structural imbalance occurs, a plan must be developed and implemented to bring the budget back into balance.

2. Use of One-Time Resources
Once brought into balance, one-time revenues (excess reserves about reasonable risk calculations, revenue spikes, prior year budget savings, sale of property, etc) shall not be used for current or new on-going operating costs. Examples of appropriate uses of one-time revenues include early retirement of debt, capital expenditures without significant operating or maintenance costs, and other non-reoccurring expenditures.

3. Budget Revisions
New programs, services, or staffing requests are considered in light of the Council's priorities and shall include a spending offset at the time of the request so that the request has a net-zero impact on the budget.

4. Reserves
All City funds must maintain an adequate reserve level and/or ending fund balance as determined annually as appropriate for each fund. For the General Fund, the contingency reserve amount, which is a flat $7 million, shall be maintained. Any use of the General Fund contingency reserve will require a majority vote of the Council.

5. Debt Issuance
Long-term General Fund debt will not be incurred to support on-going operating costs (other than debt service) unless such issuance achieves net operating cost savings and such savings can be independently verified. All General Fund debt issuances shall identify a method of repayment or have a dedicated revenue source.

6. Employee Compensation
Recognizing that employees are the City's major resource, negotiations for employee compensation shall focus on the total compensation costs (e.g. increases in salary, steps, and benefit costs) while considering the City's fiscal condition, revenue growth, and changes in the cost of living.

7. Capital Improvement Projects
Capital Improvement Projects shall not proceed for projects with annual operating and maintenance costs in the General Fund without City Council certification that funding will be available in the applicable year of the cost impact. Certification shall demonstrate that the entire cost of the project, including operating and maintenance costs, will not require a decrease in the City's core services.

8. Fees and Charges
The development of fees and fee increases shall be utilized where appropriate to assure fee program costs are fully recovered by fee revenue.

9. Grants
Staff will seek out, apply for, and effectively administer grants that address the City's priorities, policy objectives, and provide an overall positive benefit to the City. Before a grant is pursued, staff shall provide a detailed fiscal analysis addressing both the immediate and long-term costs and benefits of the grant. With the exception of pilot projects, one-time grant revenues shall not be used to begin or support the costs of on-going programs.

10. General Plan
The General Plan is the primary long-term fiscal planning tool. Recommendations to create new development capacity beyond the existing General Plan shall be analyzed to ensure that capital improvements and operating/maintenance costs are within the City's financial capabilities.

11. Performance Measurement
All requests for funding shall include performance measure data so funding requests can be reviewed and approved in light of anticipated service level outcomes.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-182

A RESOLUTION AMENDING THE FY 2015-2016 CITY OF MODESTO POSITION ALLOCATION TO MODIFY THE POSITION ALLOCATION AS PART OF THE ADDENDUM AS SHOWN IN EXHIBIT 5

WHEREAS, the Modesto Police Department (MPD) included changes to their Fiscal Year 2015-16 operating budget to allow for the budgeting and increase of 1.0 Police Lieutenant position in the Field Operations Division (Cost Center 19320), and

WHEREAS, to accomplish this addition of one position MPD converted 1.0 filled Police Sergeant position in the Stanislaus Drug Enforcement Agency (Cost Center 19210) into the 1.0 Police Lieutenant position, and

WHEREAS, the budgetary changes have been accounted for in the Fiscal Year 2015-2016 City of Modesto Operating Budgets, and

WHEREAS, this position change was not included as part of the position allocation document presented in the Mayor's Proposed Budget for Fiscal Year 2015-2016, but is identified as part of the Proposed Position Allocation Addendum for Fiscal Year 2015-2016 shown in **Exhibit** 5,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Position Allocation to make the modifications to the Fiscal Year 2015-2016 Modesto Police Department position allocation to carry out this action.

BE IT FURTHER RESOLVED that the Director of Human Resources, or his designee, is hereby authorized to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of June, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Cogdill

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Fiscal Year 2015-16
Proposed Position Allocation Addendum

1. In the Modesto Police Department convert 1.0 Police Sergeant in Stanislaus Drug Enforcement Agency (Cost Center 19210) to 1.0 Police Lieutenant in Field Operations (Cost Center 19320). The Police Sergeant position being converted is currently filled by an incumbent. This position change has already been accounted for in the Modesto Police Department budget that is being brought forward as part of the FY 2015-16 Proposed Operating Budget.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-183

A RESOLUTION DIRECTING THE CITY CLERK TO SUBMIT TO THE VOTERS AT THE NEXT REGULAR MUNICIPAL ELECTION AN INITIATIVE TO AMEND THE CITY OF MODESTO 2008 URBAN AREA GENERAL PLAN TO ESTABLISH LIMIT LINES (BOUNDARIES) FOR NONRESIDENTIAL, AND MEDIUM AND LARGE LOT RESIDENTIAL DEVELOPMENT, OUTSIDE OF WHICH AREAS NEW DEVELOPMENT SUBJECT TO THE LIMITS WOULD REQUIRE VOTER APPROVAL

WHEREAS, on April 14, 2014, a Notice of Intent to Circulate Petition was published in the Modesto Bee regarding an "Initiative to Amend the City of Modesto 2008 Urban Area General Plan to Establish Limit Lines (Boundaries) for Nonresidential, and Medium and Large Lot Residential Development, Outside of Which Areas New Development Subject to the Limits Would Require Voter Approval" ("Initiative"); and

WHEREAS, after a prima facie review by the City Clerk, the Initiative was deemed filed on October 1,2014, which as within the circulation deadline (Elections Code Section 9265); and

WHEREAS, 8,931 signatures were needed to qualify the Initiative Petition for a regular election; and

WHEREAS, on October 22, 2014, the Stanislaus County Clerk/Registrar of Voters determined that the Initiative Petition contained 9,747 valid signatures and notified the City Clerk; and

WHEREAS, on November 4, 2014, the City Clerk certified to the City Council that a sufficient number of valid signatures had been submitted with the Initiative Petition, qualifying the Initiative to be submitted to the voters of the City of Modesto for consideration. On that same date, the City Council adopted Resolution No. 2014-466, accepting the certification; and

WHEREAS, on March 3, 2015, the City Council adopted Resolution No. 2015-60, calling the regular municipal election to be held on November 3, 2015.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto as follows:

SECTION 1. INITIATIVE MEASURE.

That pursuant to California Elections Code Section 9215, the Council of the City of Modesto hereby does submit to the qualified electors of the City of Modesto at a regular election to be held on November 3, 2015, an initiative relating to amending the City of Modesto 2008 Urban Area General Plan to establish limit lines (boundaries) for nonresidential and medium and large lot residential development, outside of which areas new development subject to the limits would require voter approval.

SECTION 2. INFORMATION TO BE INCLUDED IN SAMPLE BALLOT/VOTER INFORMATION PAMPHLET.

In the sample ballot/voter information pamphlet for the November 3, 2015 election shall be printed the full text of the initiative.

SECTION 3. FORM OF BALLOT.

On the ballots to be used at said election, in addition to any other matter required by law to be printed thereon, shall be printed the following question relating to the initiative:

MEASURE ___

Shall the City of Modesto 2008 Urban Area General Plan be amended to establish limit lines (boundaries) for nonresidential and medium and large lot residential development, outside of which areas new development subject to the limits would require voter approval?	Yes No	☐ ☐

SECTION 4. CONDUCT OF ELECTION.

The election hereby called shall be held and conducted, and the votes thereat canvassed and the returns thereof made, and the results thereof ascertained and determined as herein provided, and in all particulars not prescribed in this resolution, the election shall be held as provided for in the City Charter, and in all particulars not provided for therein, the election shall be held as provided by law for the holding of regular municipal elections in the City of Modesto and otherwise in accordance with the Elections Code of the State of California.

SECTION 5. CITY CLERK CERTIFICATION.

That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the Elections Department of the County of Stanislaus, and the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

SECTION 6. COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

The placement of a qualified initiative on the ballot for consideration by the voters is not a project within the meaning of the California Environmental Quality Act. (14 Cal. Code Reg. § 15378(b)(3); *Stein v. City of Santa Monica* (1980) 110 Cal.App.3d 458; *Friends of Sierra Madre v. City of Sierra Madre* (2001) 25 Cal.4th 165.) Therefore, no review of the potential effects of the proposed initiative on the environment is required.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of June, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Cogdill

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-184

A RESOLUTION DIRECTING THE CITY CLERK TO TRANSMIT A COPY OF AN INITIATIVE TO AMEND THE CITY OF MODESTO 2008 URBAN AREA GENERAL PLAN TO ESTABLISH LIMIT LINES (BOUNDARIES) FOR NONRESIDENTIAL, AND MEDIUM AND LARGE LOT RESIDENTIAL DEVELOPMENT, OUTSIDE OF WHICH AREAS NEW DEVELOPMENT SUBJECT TO THE LIMITS WOULD REQUIRE VOTER APPROVAL TO THE CITY ATTORNEY FOR THE PURPOSE OF PREPARING AN IMPARTIAL ANALYSIS OF SAID MEASURE

WHEREAS, the City Council has directed the City Clerk to submit to the voters at the next regular municipal election to be held on November 3, 2015, an "Initiative to Amend the City of Modesto 2008 Urban Area General Plan to Establish Limit Lines (Boundaries) for Nonresidential, and Medium and Large Lot Residential Development, Outside of Which Areas New Development Subject to the Limits Would Require Voter Approval" ("Initiative").

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the City Clerk is hereby directed pursuant to California Elections Code Section 9280 to transmit a copy of said Initiative to the City Attorney, who is hereby directed to prepare an Impartial Analysis of the measure showing the effect of the measure on existing law on the operation of the measure.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of June, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Cogdill

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

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MODESTO CITY COUNCIL
RESOLUTION NO. 2015-185

A RESOLUTION AUTHORIZING THE MEMBERS OF THE CITY COUNCIL, OR ANY OF THEM, TO FILE WRITTEN ARGUMENTS IN FAVOR OF OR IN OPPOSITION TO AN INITIATIVE TO AMEND THE CITY OF MODESTO 2008 URBAN AREA GENERAL PLAN TO ESTABLISH LIMIT LINES (BOUNDARIES) FOR NONRESIDENTIAL, AND MEDIUM AND LARGE LOT RESIDENTIAL DEVELOPMENT, OUTSIDE OF WHICH AREAS NEW DEVELOPMENT SUBJECT TO THE LIMITS WOULD REQUIRE VOTER APPROVAL

WHEREAS, the City Council has directed the City Clerk to submit to the voters at the next regular municipal election to be held on November 3, 2015, an "Initiative to Amend the City of Modesto 2008 Urban Area General Plan to Establish Limit Lines (Boundaries) for Nonresidential, and Medium and Large Lot Residential Development, Outside of Which Areas New Development Subject to the Limits Would Require Voter Approval" ("Initiative").

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that pursuant to California Elections Code Section 9282 the members of the City Council, or any of them, are hereby authorized to file written arguments in favor of or in opposition to said Initiative and to change such arguments until and including the date and time after which no argument may be filed with the City Clerk. In the event that an argument is filed for or against the Initiative, the members of the City Council, and any of them, are also authorized to file a rebuttal argument.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of June, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Cogdill

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-186

Print

RESOLUTION AUTHORIZING A MERIT INCREASE FOR THE CITY CLERK, EFFECTIVE JUNE 29, 2015

WHEREAS, salaries for Charter Officers appointed by the City Council are subject to periodic review and adjustment, and

WHEREAS, on May 14, 2014 the Council approved an merit increase in salary to STEPHANIE LOPEZ, City Clerk, effective July 1, 2014, after a performance evaluation concluded outstanding performance, which increase was within the range established in Resolution 2012-369, and

WHEREAS, on May 5, 2015 a subsequent annual performance evaluation was conducted a performance evaluation that concluded outstanding performance; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Council hereby approves a merit increase in salary, which increase is within the range established in Resolution 2012-369, to STEPHANIE LOPEZ, City Clerk, effective June 29, 2015, as follows:

Title	Hourly	Bi-Weekly	Monthly
City Clerk	56.64	4531.20	9855.36

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 9th day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: Assistant City Clerk
DIANE N. PEREZ, Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

By:
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-187

RESOLUTION APPROVING AMENDMENT NUMBER TWO TO THE EMPLOYMENT AGREEMENT WITH STEPHANIE LOPEZ, CITY CLERK, DATED APRIL 8, 2008

WHEREAS on May 13, 2008, the City Council, by Resolution No. 2008-268, approved an Employment Agreement with Stephanie Lopez, and

WHEREAS on May 13, 2014, the City Council, by Resolution No. 2014-184, approved Amendment Number One, amending Section 4 of the Employment Agreement with Stephanie Lopez, and

WHEREAS, on May 5, 2015, a subsequent annual performance evaluation was conducted a performance evaluation that concluded outstanding performance; and

WHEREAS, the parties desire to amend Section 4 of the Employment Agreement to reflect a monthly salary of nine thousand eight hundred and fifty five dollars and thirty-six cents ($9,855.36) effective June 29, 2015; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the amendment to section 4 of the Employment Agreement between the City of Modesto and Stephanie Lopez to reflect a monthly salary of nine thousand eight hundred and fifty five dollars and thirty-six cents ($9,855.36) effective June 29, 2015.

The foregoing resolution was introduced at regular meeting of the Council of the City of Modesto held on the 9th day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: Assistant City Clerk
DIANE N. PEREZ, Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

BY:
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-188

RESOLUTION OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 1 FOR DRY CREEK MEADOWS SUBDIVISIONS NOS. 1 – 6 AND SETTING A PUBLIC HEARING ON AUGUST 11, 2015 TO CONSIDER THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 1

WHEREAS, Resolution No. 88-935, adopted by the Council of the City of Modesto on December 13, 1988, initiated proceedings for the formation of Landscape Maintenance Assessment District No. 1 for the purpose of administering the maintenance of landscaping in the public right-of-way within the street medians and adjacent to the access control walls in Dry Creek Meadows Subdivisions Nos. 1-6, and

WHEREAS, said assessment district was formed in accordance with the Landscape and Lighting Act of 1972, (California Streets and Highways Code Sections 22500 through 22679), and

WHEREAS, Section 22623 of the California Streets and Highways Code requires the Engineer, the person designated by this Council as Engineer of Work for Assessment District No. 1, to prepare and file an annual report, and

WHEREAS, the Engineer of Work, has prepared and filed said annual report with the City Clerk, and

WHEREAS, the Council has approved said annual report by motion, and

WHEREAS, California Streets and Highways Code Section 22623 requires the legislative body (the City Council) to adopt a resolution of intention which shall include the following:

a. Declaration of intention of the legislative body (the City Council) to levy and collect assessments within the assessment district for the fiscal year stated in the annual report.

b. General description of the existing improvements and proposed improvements and any substantial changes proposed to be made in the existing improvements.

c. Reference to the assessment district by its distinctive designation and indication of the general location of the district.

d. Reference to said annual report, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the district.

e. Notice of the time, as fixed by the California Streets and Highways Code Section 22625, and the place for hearing by the legislative body (the City Council) on the levy of the proposed assessment.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that:

1. The City Council intends to levy and collect assessments within Landscape Maintenance Assessment District No. 1 during the fiscal year 2015-16.

2. There are no proposed new improvements or any substantial changes in existing improvements in Dry Creek Meadows Subdivisions Nos. 1-6 and that the existing improvements to be made in said assessment district are generally described as follows:

The City shall provide maintenance, in perpetuity, of landscaping and any and all improvements required for such maintenance including, but not limited to, landscape irrigation systems in the following locations:

a. Street medians in Creekwood Drive

b. Areas adjacent to the access control walls along Creekwood Drive

c. Areas adjacent to the access control walls along Claus Road

3. Landscape Maintenance Assessment District No. 1 is located in the County of Stanislaus, within the City Limits of the City of Modesto and is more specifically located on the west side of Claus Road, between Modesto Irrigation District Lateral No. 2 and State Route 132 (Yosemite Boulevard).

4. Said annual report filed with the City Clerk and approved by the Council by motion does provide a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within Landscape Maintenance Assessment District No. 1.

5. On Tuesday, the 11th day of August, 2015, at the hour of 5:30 p.m., the City Council will conduct a public hearing on the question of the levy of the proposed annual assessment. The hearing will be held at the meeting place of the City Council located in the Tenth Street Place Chambers located at 1010 10th Street, Modesto, California.

6. The City Clerk is authorized and directed to give the notice of hearing required by the Landscape and Lighting Act of 1972.

7. The levy and collection of assessments as set forth in this resolution are exempt from the procedural and substantive requirements of Proposition 218 pursuant to Article XIII, Section 5(a) of the California Constitution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 9th day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-189

RESOLUTION OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2 FOR DRY CREEK MEADOWS SUBDIVISIONS NOS. 7-10, CREEKWOOD MEADOWS SUBDIVISION, AND YOSEMITE MEADOWS SUBDIVISION AND SETTING A PUBLIC HEARING ON AUGUST 11, 2015 TO CONSIDER THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2

WHEREAS, Resolution No. 89-460, adopted by the Council of the City of Modesto on April 4, 1989, initiated proceedings for the formation of Landscape Maintenance Assessment District No. 2 for the purpose of administering the maintenance of landscaping in the public right of way within the street medians and adjacent to the access control walls in Dry Creek Meadows Subdivisions Nos. 7-10, Creekwood Meadows Subdivision and Yosemite Meadows Subdivision Units Nos. 1 and 2, and

WHEREAS, said assessment district was formed in accordance with the Landscaping and Lighting Act of 1972, (California Streets and Highways Code Sections 22500 through 22679), and

WHEREAS, Section 22623 of the California Streets and Highways Code requires the Engineer, the person designated by the Council as Engineer of Work for Assessment District No. 2, to prepare and file an annual report, and

WHEREAS, the City Engineer, said Engineer of Work, has prepared and filed said annual report with the City Clerk, and

WHEREAS, the Council has approved said annual report by motion, and

WHEREAS, California Streets and Highways Code Section 22623 requires the Council to adopt a resolution of intention which shall include the following:

a. Declaration of intention of the Council to levy and collect assessments within the assessment district for the fiscal year stated in said annual report.

b. General description of the existing improvements and proposed improvements and any substantial changes proposed to be made in the existing improvements.

c. Reference to the assessment district by its distinctive designation and indication of the general location of the district.

d. Reference to said annual report, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the district.

e. Notice of the time, as fixed by California Streets and Highways Code Section 22625, and the place for hearing by the Council on the levy of the proposed assessment,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that:

1. The City Council intends to levy and collect assessments within Landscape Maintenance Assessment District No. 2 during Fiscal Year 2015-2016.

2. There are no proposed new improvements or any substantial changes in the existing improvements within the existing Landscape Maintenance Assessment District No. 2, and the existing improvements to be made in said assessment district are generally described as follows:

The City shall provide maintenance, in perpetuity, of landscaping and any and all improvements required for such maintenance including, but not limited to, landscape irrigation systems in the following locations:

a. Street medians in Creekwood Drive

b. Areas adjacent to the access control walls along Creekwood Drive

c. Areas adjacent to the access control walls along Claus Road

3. Landscape Maintenance Assessment District No. 2 is located in the County of Stanislaus, within the City limits of the City of Modesto, and is more specifically located on the northeast corner of Yosemite Boulevard and North McClure Road. District 2 is bounded by Yosemite Boulevard on the south, North McClure Road on the west, Yosemite Meadows Drive on the east, and Mechalys Way on the north.

4. Said annual report filed with the City Clerk and approved by the Council by motion does provide a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within Landscape Maintenance Assessment District No. 2.

5. On Tuesday, the 11th day of August, 2015, at the hour of 5:30 p.m., the City Council will conduct a public hearing on the question of the levy of the proposed annual assessment. The hearing will be held at the meeting place of the City Council located in the Tenth Street Place Chambers located at 1010 10th Street, Modesto, California.

6. The City Clerk is authorized and directed to give the notice of hearing required by the Landscaping and Lighting Act of 1972.

7. The levy and collection of assessments as set forth in this resolution shall follow the procedural and substantive requirements of Proposition 218 pursuant to Article 13D, Section 5(a) of the California Constitution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 9th day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-190

Print

RESOLUTION OF INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE SHACKELFORD LANDSCAPE AND LIGHTING DISTRICT, AND SETTING A PUBLIC HEARING ON THE PROPOSED ASSESSMENTS TO BE HELD ON AUGUST 11, 2015

WHEREAS, on June 29, 1999, the County of Stanislaus ("County") formed the Shackelford Landscape and Lighting District ("Shackelford LLD") for the purpose of administering the maintaining seventy-seven (77) 200-watt high-pressure sodium streetlights, and

WHEREAS, the Shackelford LLD was formed in accordance with the Landscaping and Lighting Act of 1972 (Streets and Highways Code Sections 22500 through 22679), and

WHEREAS, the Shackelford LLD is comprised of approximately 153 acres, includes 495 lots with both residential and commercial development, and is bounded by Crows Landing on the west, E. Hatch Road on the south, Union Pacific Railroad on the east, and State Route 99 on the north, and

WHEREAS, on February 22, 2012, the Stanislaus County Local Agency Formation Commission ("LAFCO") approved the annexation of the Shackelford Area to the City of Modesto ("City"), and

WHEREAS, on April 24, 2012, the City Council approved the Shackelford Landscape and Lighting District Transfer Agreement between the County and City, and

WHEREAS, the City assumed full responsibility and administration of the Shackelford LLD on July 1, 2012, and

WHEREAS, Section 22623 of the California Streets and Highways Code requires the Engineer, the person designated by this Council as Engineer of Work for the Shackelford LLD, to prepare and file an annual report, and

WHEREAS, the Engineer of Work, has prepared and filed said annual report with the City Clerk, and

WHEREAS, the Council has approved said annual report by motion, and

WHEREAS, California Streets and Highways Code Section 22623 requires the legislative body (the City Council) to adopt a resolution of intention which shall include the following:

a. Declaration of intention of the legislative body (the City Council) to levy and collect assessments within the Shackelford LLD for the fiscal year stated in the annual report.

b. General description of the existing improvements and proposed improvements and any substantial changes proposed to be made in the existing improvements.

c. Reference to the assessment district by its distinctive designation and indication of the general location of the Shackelford LLD.

d. Reference to said annual report, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the Shackelford LLD and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the Shackelford LLD.

e. Notice of the time, as fixed by the California Streets and Highways Code Section 22625, and the place for hearing by the legislative body (the City Council) on the levy of the proposed assessment.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that:

1. The City Council intends to levy and collect assessments within the Shackelford LLD during the Fiscal Year 2015-16.

2. There are no proposed new improvements or any substantial changes in the existing improvements in the Shackelford LLD and the existing improvements to be made in the Shackelford LLD are generally described as follows:

> The City shall provide maintenance, operation and servicing, in perpetuity, of streetlights and any and all improvements required for such maintenance including, but not limited to:
>
> a. Payment to local utility company for monthly power costs of energizing street lights in the Shackelford LLD.
>
> b. Payment to local utility company for maintenance of street lights in the Shackelford LLD that the utility company owns (usually those lights that are mounted on wooden poles).
>
> c. Maintenance provided by the City of Modesto for street lights in the Shackelford LLD that are owned by the City of Modesto (usually those lights that are mounted on steel poles).

3. The Shackelford LLD is located in the County of Stanislaus, within the City Limits of the City of Modesto and is more specifically located North of Hatch Road, South of State Highway 99, and East of Crows Landing Road.

4. Said annual report filed with the City Clerk and approved by the Council by motion does provide a full and detailed description of the improvements, the boundaries of the Shackelford LLD and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the Shackelford LLD.

5. On Tuesday, the 11th day of August, 2015, at the hour of 5:30 p.m., the City Council will conduct a public hearing on the questions of the levy of the proposed annual assessment. The hearing will be held at the meeting place of the City Council located in the Tenth Street Place Chambers located at 1010 10th Street, Modesto, California.

6. The City Clerk is authorized and directed to give the notice of hearing required by the Landscape and Lighting Act of 1972.

7. The levy and collection of assessments as set forth in this resolution are exempt from the procedural and substantive requirements of Proposition 218 pursuant to Article XIII, Section 5(a) of the California Constitution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 9th day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-191

RESOLUTION AMENDING THE FISCAL YEAR 2014-2015 ANNUAL OPERATING AND CAPITAL IMPROVEMENT BUDGETS

WHEREAS, a financial analysis has been completed and it has been determined that a budget adjustment is required to the Annual and Capital Improvement Budgets of the City of Modesto for Fiscal Year 2014-2015,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2014-2015 Annual Operating and Capital Improvement budgets as shown in **Exhibit A**, which is **attached** hereto and incorporated by reference herein.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to take the necessary steps to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 9th day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following votes:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT A

FISCAL YEAR 2014-15

INFORMATION TECHNOLOGY

A budget adjustment is necessary to 1) establish Capital Improvement Project #100885, ERP Implementation Extension, to complete outstanding Oracle applications that were not part of the Financial Software Upgrade Project #100139, 2) Transfer $176,465 from Information Technology Reserves to Project #100885, ERP Implementation Extension for Discretionary Costs associated with this project.

PARKS, RECREATION AND NEIGHBORHOODS

A budget adjustment is necessary to 1) recognize $59,157 in unbudgeted Miscellaneous Revenue, and 2) reallocate additional revenues and adjust expense budget to reflect the actual expense in Project #100293, Fund Development Projects.

POLICE DEPARTMENT

A budget adjustment is necessary to transfer Salary and Benefit expense in the amount of $130,704 from Stanislaus Drug Enforcement Agency, Fund 6600, to the Police Department – Field Operations, Fund 0100, resulting from the reallocation of a Police Officer position.

PUBLIC WORKS

Approve creating a new Capital Improvement Project #100884, Install New Emergency Vehicle Pre-Emption Equipment, for the purpose of installing Emergency Vehicle Pre-Emption (EVP) systems at signalized intersections that currently do not have EVP systems, and process a budget adjustment transferring funds in the amount of $4,000 from General Fund Reserves to establish an expense budget for the design and construction of this project.

On May 5, 2015 the Council of the City of Modesto, by Resolution #2015-136 approved the purchase of a John Deere 5115M Tractor. Sufficient funds reside in Fleet Replacement Fund Reserves. A budget adjustment is necessary to transfer $55,000 from Reserves to the Fleet Replacement Fund, 5409.

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MODESTO CITY COUNCIL
RESOLUTION NO. 2015-192

A RESOLUTION APPROVING AN AGREEMENT WITH PIERCE MANUFACTURING INC. FOR THE PURCHASE OF ONE PIERCE 4X4 FREIGHTLINER WILDLAND PUMPER FOR THE ESTIMATED COST OF $330,947

WHEREAS, effective January 1, 2013, the Firefighting Resources of California Organized for Potential Emergencies updated its specifications for fire engine typing to reflect the national standards as defined by the National Wildfire Coordinating Group (NWCG) and National Incident Management system (NIMS), and

WHEREAS, with this change our Department's two Bush/Grass engines are no longer recognized as Type III Wildland engines, and

WHEREAS, our current Wildland engines are 13 and 14 years old respectively. The current Wildland engines have become less reliable and were recommended to be replaced in 2013 and 2014, and

WHEREAS, staff recommends adding a Type III engine to the fleet in order to address a critical need for the City, Stanislaus County, and the State of California as a whole, and

WHEREAS, under the current Master Mutual Aid Agreements, the City of Modesto could be reimbursed up to $1,120 per day for the use of the apparatus when assigned to an incident outside the county, and

WHEREAS, last year this would have equated to revenue in the amount of approximately $70,000

WHEREAS, on June 27, 2006, the Modesto City Council adopted Pierce Manufacturing's apparatus as the standard apparatus for the Modesto Fire Department

and approved a seven (7) year purchase agreement with Pierce Manufacturing for fire apparatus, and

WHEREAS, while this contract has since expired, staff recommends continuing the use of Pierce Apparatus, and

WHEREAS, through a competitive procurement process completed through the Houston-Galveston Area Council (H-GAC) the City will be "piggybacking" on the contract with Pierce Manufacturing Inc., Appleton, WI, which will conform to MMC Section 8-3.202(h),

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an agreement with Pierce Manufacturing Inc. for the purchase of one Pierce 4x4 Freightliner Wildland pumper for the estimated cost of $330,947.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 9th day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-193

A RESOLUTION APPROVING THE TERMS SET FORTH BY OSHKOSH CAPITAL TO FINANCE THE ACQUISITION

WHEREAS, the cost of the engine will be approximately $307,500 plus sales tax of $23,447 for a total cost of $330,947, and

WHEREAS, staff has considered financing this purchase and concluded the use of third-party financing through Oshkosh Capital at a three (3) year term is the most cost-effective means of acquiring the apparatus at this time, and

WHEREAS, three (3) year financing through Oshkosh Capital with an annual payment in the amount of $115,899 which will result in a total amount paid of $347,697, and

WHEREAS, the first payment is currently included in the FY15-16 budget, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves of the terms set forth by Oshkosh Capital to finance the acquisition over a three (3) year period.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to negotiate, enter into and execute the application and any other applicable documentation.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 9th day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-194

RESOLUTION AMENDING THE POSITION CLASSIFICATION PLAN FOR THE CITY OF MODESTO TO CREATE THE CLASSIFICATION OF MATERIALS MANAGEMENT SUPERINTENDENT/CITY ARBORIST AND RESTORE THE UTILITY DISPATCH SUPERVISOR

WHEREAS, a Position Classification Plan for the City of Modesto was adopted by Modesto City Council Resolution No. 2008-681 pursuant to Rule 2.2 of the Personnel Rules and Regulations of the City of Modesto, and

WHEREAS, the City Manager has recommended to the Council amendments to the Position Classification Plan, and

WHEREAS, Rule 2.2 of the City of Modesto Personnel Rules provides that revisions to the Classification Plan shall be effective upon adoption of resolution of the City Council,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto as follows:

SECTION I. CLASSIFICATION CREATED AND RESTORED. The Position Classification Plan of the City of Modesto is hereby amended to create the classification of Materials Management Superintendent/City Arborist at salary range 438 and to restore the classification of Utility Dispatch Supervisor at salary range 427.

SECTION 2. EFFECTIVE DATE. This resolution shall become effective on and after July 1, 2015.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-195

RESOLUTION AMENDING EXHIBIT "A" OF RESOLUTION NO. 2014-517 TO REVISE THE CLASS RANGE TABLE FOR REPRESENTED MANAGEMENT AND CONFIDENTIAL NON-SWORN CLASSES TO ADD THE SALARY RANGE FOR UTILITY DISPATCH SUPERVISOR TO SALARY RANGE 427; TO ADD THE SALARY RANGE FOR MATERIALS MANAGEMENT SUPERINTENDENT/CITY ARBORIST TO SALARY RANGE 438; AND TO AMEND THE ACCOUNTING MANAGER FROM SALARY RANGE 442 TO 446

WHEREAS, the City Council desires to amend Exhibit "A" of Resolution No. 2014-517, which approved the Class Range Table for Represented Management and Confidential Non-Sworn Classes,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto as follows:

SECTION I. AMENDMENT TO RESOLUTION NO. 2014-517. Exhibit "A" entitled, "City of Modesto Class Range Table Represented Management and Confidential Non-Sworn Classes," attached to Resolution No. 2014-517, is hereby amended as shown on the amended **Exhibit** "A" entitled "City of Modesto Class Range Table Represented Management and Confidential Non-Sworn Classes Effective July 1, 2015," which is **attached** hereto and made a part hereof as though set forth in full herein. Said Exhibit "A" adds the Utility Dispatch Supervisor to salary range 427; adds the Materials Management Superintendent/City Arborist to salary range 438; and amends the Accounting Manager from salary range 442 to 446.

SECTION II. EFFECTIVE DATE. This resolution shall become effective on and after July 1, 2015.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

CITY OF MODESTO
CLASS RANGE TABLE
REPRESENTED MANAGEMENT AND CONFIDENTIAL NON-SWORN CLASSES
Effective **July 1, 2015**

RANGE	TITLE
407	Administrative Office Assistant II (Confidential)
411	Administrative Office Assistant III (Confidential)
412	Police Clerk II (Confidential)
415	Legal Secretary I Senior Administrative Office Assistant (Confidential)
418	Account Technician (Confidential) Administrative Services Technician I (Confidential) Systems Technician I
419	Legal Secretary II
420	Executive Assistant Workers' Compensation Claims Assistant
421	Deputy City Clerk Senior Legal Secretary
422	Administrative Services Technician II (Confidential) Employee Benefits Coordinator Modesto Regional Fire Authority Information Technology Technician Office Supervisor Systems Technician II
423	Custodian Supervisor Workers' Compensation Claims Examiner I
424	Buyer
425	Parking Services Supervisor
426	Central Stores Supervisor Financial Analyst I Senior Systems Technician

RANGE	TITLE
427	Assistant Planner Administrative Analyst I Parking Adjudication Program Coordinator Technology Solutions Analyst I **Utility Dispatch Supervisor**
428	Animal Control Supervisor Human Resources Analyst I Workers' Compensation Claims Examiner II
429	Assistant City Clerk Police Civilian Supervisor
430	Financial Analyst II Senior Buyer Software Analyst I Systems Engineer I
431	Administrative Analyst II Associate Planner Events Coordinator Technology Solutions Analyst II
432	Compost Facility Supervisor Human Resources Analyst II Junior Engineer Neighborhood Preservation Supervisor Operations Supervisor Senior Workers' Compensation Claims Examiner Wastewater Collection Systems Supervisor Water Quality Control Plant Maintenance Supervisor
433	Water Resources Analyst Parks Project Coordinator Recreation Supervisor
434	Customer Services Supervisor Financial Analyst III Recycling Program Coordinator Senior Crime and Intelligence Analyst Software Analyst II Systems Engineer II

RANGE	TITLE
435	Assistant Transportation Planner Business Analyst Cultural Services Program Manager Emergency Medical Services Coordinator Management Analyst Organizational Development Coordinator Transit Analyst Weed and Seed Program Coordinator
436	Assistant Engineer Electrical Supervisor Housing Rehabilitation Supervisor Senior Community Development Program Specialist
437	Senior Planner
438	Associate Land Surveyor Deputy Fire Marshal Environmental Services Supervisor Integrated Waste Specialist Laboratory Supervisor Property Agent Public Information Coordinator Public Safety Business Services Analyst Risk and Loss Control Coordinator Senior Financial Analyst Senior Human Resources Analyst Senior Software Analyst Senior Systems Engineer Water Distribution and Production Supervisor Modesto Regional Fire Authority Finance Manager **Materials Management Superintendent/City Arborist**
439	Administrative Services Officer Associate Transportation Planner Senior Business Analyst
440	Associate Engineer Water Quality Control Operations Supervisor

RANGE	TITLE
441	Housing and Urban Development Manager Infrastructure Financing Program Administrator Parks Planning and Development Manager Recreation Program Manager Police Civilian Manager
442	Centre Plaza Manager Construction Inspection Supervisor Customer Services Manager Environmental Regulatory Compliance Manager Principal Information Technology Administrator Purchasing Manager Wastewater Collections Manager
443	Associate Civil/Traffic Engineer Senior Transportation Planner Streets Manager
444	Building Inspection Program Coordinator Building Inspection Supervisor
445	Airport Manager Fleet Manager Principal Planner
446	Water Quality Control Plant Manager **Accounting Manager**
447	Information Technology Manager Traffic Operations Engineer Water Systems Manager
448	Assistant Chief Building Official Operations Manager Recreation and Neighborhoods Services Manager Transit Manager Solid Waste Program Manager

RANGE	TITLE
450	Business Center Manager Planning Manager Senior Civil Engineer
452	Chief Building Official Parks Recreation & Neighborhoods Operations Manager Traffic Engineer
455	City Engineer Engineering Division Manager

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MODESTO CITY COUNCIL
RESOLUTION NO. 2015-196

RESOLUTION AMENDING EXHIBIT "A" OF RESOLUTION NO. 2014-529 TO REVISE THE CLASS RANGE TABLE FOR GENERAL NON-SWORN CLASSES TO AMEND THE SALARY RANGE FOR PARKING SERVICES CREWLEADER FROM SALARY RANGE 119 TO 120

WHEREAS, the City Council desires to amend Exhibit "A" of Resolution No. 2014-529, which approved the Class Range Table for General Non-Sworn Classes,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto as follows:

SECTION I. AMENDMENT TO RESOLUTION NO. 2014-529. Exhibit "A" entitled, "City of Modesto Class Range Table General Non-Sworn Classes," attached to Resolution No. 2014-529, is hereby amended as shown on the amended **Exhibit** "A" entitled "City of Modesto Class Range Table General Non-Sworn Classes effective July 1, 2015," which is **attached** hereto and made a part hereof as though set forth in full herein. Said **Exhibit** "A" amends the Parking Services Crewleader from salary range 119 to 120.

SECTION II. EFFECTIVE DATE. This resolution shall become effective on and after July 1, 2015.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

CITY OF MODESTO
CLASS RANGE TABLE
GENERAL NON-SWORN CLASSES
Effective July 1, 2015

RANGE	TITLE
103	Administrative Office Assistant I Custodian I
106	Engineering Intern
107	Administrative Office Assistant II Custodian II Exhibits Coordinator
109	Account Clerk I Customer Services Account Clerk I
111	Account Clerk II Administrative Office Assistant III Custodian Crewleader Customer Services Account Clerk II
112	Maintenance Worker I
114	Electrician Assistant I Equipment Service Technician Production Technician Storeskeeper
115	Senior Administrative Office Assistant Senior Customer Services Account Clerk
116	Maintenance Worker II Wastewater Collection Systems Operator I Water Distribution Operator I
117	Airport Maintenance Worker Groundskeeper
118	Account Technician Administrative Services Technician I Electrician Assistant II Fleet Procurement Technician Senior Storeskeeper Tree Trimmer Water Distribution Operator II
119	Code Enforcement Officer I -Neighborhood Preservation Unit Customer Services Account Technician

RANGE	TITLE
	Equipment Operator
120	Assistant Buyer Environmental Compliance Technician Laboratory Analyst I Parks Maintenance Crewleader Recreation Coordinator Wastewater Collection System Operator II Wastewater Treatment Plant Operator I Water Quality Control Technician I **Parking Services Crewleader**
121	Building Maintenance Technician Parks Maintenance Mechanic Water Resource Specialist
122	Accountant I Administrative Services Technician II Electrician Assistant III Solid Waste Enforcement Officer Traffic Operations Technician Tree Trimmer Crewleader
123	Code Enforcement Officer II -Neighborhood Preservation Unit Development Services Technician I Engineering Assistant Trainee Equipment Mechanic Senior Equipment Operator Welder/Fabricator
124	Community Development Program Specialist I Cross Connection Specialist Environmental Compliance Inspector I Fire Equipment Mechanic Heavy Equipment Mechanic Laboratory Analyst II Wastewater Treatment Plant Operator II Water Conservation Specialist Water Distribution Operator III Water Meter Technician Water Production Operator I Water Quality Control Technician II Water Services Equipment Operator I

RANGE	TITLE
125	Airport Maintenance Crewleader
	Development Services Technician II
	Head Groundskeeper
126	Building Maintenance Specialist
	Housing Financial Specialist
	Housing Rehabilitation Specialist I
	Traffic Striping Crewleader
	Wastewater Collection System Crewleader
	Wastewater Treatment Plant Operator III
127	Engineering Assistant I
	Equipment Mechanic Crewleader
	Operations Crewleader
128	Building Inspector I
	Community Development Program Specialist II
	Electrician - Traffic and Buildings
	Electrician - Utilities
	Environmental Compliance Inspector II
	Heavy Equipment Mechanic Crewleader
	Instrumentation Technician
	Senior Fire Equipment Mechanic
	Water Production Operator II
	Water Services Equipment Operator II
130	Construction Inspector
	Housing Rehabilitation Specialist II
	Laboratory Analyst III
	Senior Wastewater Treatment Plant Operator
131	Engineering Assistant II
132	Building Inspector II
	Environmental Review Specialist
	Senior Environmental Compliance Inspector
	Water Division Crewleader

RANGE	TITLE
133	Assistant Land Surveyor
134	Plans Examiner Senior Construction Inspector
135	Engineering Project Coordinator
136	Senior Building Inspector

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MODESTO CITY COUNCIL
RESOLUTION NO. 2015-197

RESOLUTION AMENDING THE FISCAL YEAR 2015-2016 ANNUAL OPERATING BUDGET

WHEREAS, classification studies were conducted by Human Resources which resulted in the development, revision and reclassifications of classification specifications,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2015-2016 Annual Operating budget as shown in **Exhibit** A, which is **attached** hereto and incorporated by reference herein.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to take the necessary steps to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

FY 2015-2016 Budget Enhancements Summary

The departments have submitted the following budget enhancement requests with their FY 15/16 budget proposals, which will be reviewed by Human Resources at a later date, upon Council adoption of the funding:

Wastewater Maintenance Superintendent (Utilities Department)

- This position will oversee wastewater plant maintenance at both Sutter and Jennings Wastewater plants, and also the Electrical Section. Tied to Moss Adams Audit Report recommendation, Finding #2: The City's current organizational structure is inefficient and hinders collaboration between operations, maintenance, engineering, and capital projects.

Maintenance Planning/Purchasing Technician (Utilities Department)

- This position will report directly to the Maintenance Superintendent and will be responsible for execution of all maintenance work control processes through the CMMS, purchasing necessary equipment, and for the efficient and effective use of planning and scheduling of all resources to conduct maintenance activities, which will result in minimum downtime and maximum productivity. Tied to Moss Adams Audit Report recommendation, Finding #2: The City's current organizational structure is inefficient and hinders collaboration between operations, maintenance, engineering, and capital projects.

Wastewater Collections System Operator I (Utilities Department)

- The Wastewater Collections Section has implemented the new complimentary lower lateral cleaning program. This program has been very well received by our customers, and has dramatically reduced the number of cost- share applications processed by the City. Proper cleaning and inspection of laterals eliminates unnecessary cost-share repairs, and will result in a savings of approximately $50,000 - $70,000 annually. Service request volumes have continued to rise, and due to the increased call volumes, customer service and utility marking duties were divided into separate crews and additional staff is required.

Water Superintendent (Utilities Department)

- This position will oversee five Water Services Division programs and supervise 5 Water supervisors responsible for these programs. Tied to Moss Adams Audit Report recommendation, Finding #3: Supervisors in the Water Division have an average of 20 direct reports. The Water Superintendent will report directly to the Water Systems Manager, reducing span of control and will help meet the deficiencies expressed in the Moss Adams Audit Report.

Water Quality Supervisor (Utilities Department)

- This position will provide supervision over the new valve exercising program, cross connection, and water conservation and associated staff.
  1 FTE Administrative Office Assistant III downgraded to an Administrative Office Assistant II in Water Services Admin (45010) will be moved to support the new Water Quality Supervisor. Tied to Moss Adams Audit Report recommendation, Finding #3: Supervisors in the Water Division have an average of 20 direct reports. This additional supervisor will report directly to the proposed Water

Superintendent, reducing span of control and will help meet the deficiencies expressed in the Moss Adams Audit Report.

Water Crewleader (Utilities Department)

- This position will provide lead worker functions for cross connection and water conservation programs and associated staff. Tied to Moss Adams Audit Report recommendation, Finding #3: Supervisors in the Water Division have an average of 20 direct reports. This additional crewleader will report to the proposed Water Quality Supervisor, reducing span of control and will help meet the deficiencies expressed in the Moss Adams Audit Report.

Instrumentation Technician (SCADA) (Utilities Department)

- This position will provide technical support for the Supervisory Control and Data Acquisition (SCADA) system which monitors and manages water and wastewater systems in Modesto. Tied to Moss Adams Audit Report Finding 5: The SCADA function is understaffed and disconnected from Utilities by reporting to the IT Department. SCADA is highly specialized and crucial for effective utility operations, and field technicians, operators, electricians, and engineers rely on SCADA for reliable, real-time information on system performance. This position will report to the proposed IT Systems Engineer.

Administrative Services Technician II (Utilities Department)

- This position will provide technical support for reporting, analyzing, investigating, and monitoring water quality to ensure regulatory compliance. Tied to Moss Adams Audit Report Finding 4: The Water Resource function, responsible for water quality compliance, is understaffed and, therefore, presents a risk of regulatory non-compliance for the City. The Water Resource function responsible for water quality compliance needs increased staff to decrease the risk of regulatory non-compliance for the City. This position will report to the Water Resource Analyst.

Customer Service/Dispatch Technician (Utilities Department)

- These positions are specific to the Water Services Division and the job titles need to depict the actual work being performed to retain current employees and for future recruitments. The following FTEs job titles will be changed to Customer Service/Dispatch Technician: (2) Administrative Office Assistant IIs and (2) Administrative Office Assistant III. Their direct supervisor was recently reclassified from Office Supervisor to Utility Dispatch Supervisor. Staff in the Water Customer Service Dispatch Office performs a variety of customer service and dispatch as their primary duties. The proposed modification is to create a new job title of Customer Service/Dispatch Technician to reflect the actual work performed. Tied to Moss Adams Audit Report Recommendation, Finding #11: From 2010 to 2013 turnover was 17 percent for Water and Wastewater Division.

Principal Engineer (Utilities Department)

- This position will provide supervisory support and division administration for engineering design and construction administration, and will provide oversight of the City's Utilities Capital Improvement Projects. Tied to Moss Adams Audit Report Reference Finding #2: The City's current organizational structure is inefficient and hinders collaboration between operations, maintenance,

engineering, and capital projects. This position will report to the Engineering Division Manager, and will reduce span of control and workload, allowing the Engineering Division Manager to focus on more regional and regulatory issues, especially due to ongoing groundwater issues and recycled water opportunities.

IT Systems Engineer (SCADA) (Utilities Department)

- This position will be responsible for the Supervisory Control and Data Acquisition (SCADA) system which monitors and manages water and wastewater systems in Modesto. Tied to Moss Adams Audit Report Finding 5: The SCADA function is understaffed and disconnected from Utilities by reporting to the IT Department. SCADA is highly specialized and crucial for effective utility operations, and field technicians, operators, electricians, and engineers rely on SCADA for reliable, real-time information on system performance. This position will report to the Engineering Division Manager, and establish SCADA oversight to the Utilities Department with a single focus.

Business Services Analyst (Utilities Department)

- Water Services Admin and Wastewater Services Admin utilize Administrative Analyst II positions to perform a variety of utility-specific duties and as well as the broad scope of the Administrative Analyst series. The proposed modification is to create a new job title of Utilities Business Services Analyst. These positions are specific to the Divisions they support and the job titles need to depict the actual work being performed to retain current employees and for future recruitments. Duties include division budget oversight and analysis, and special projects related to a wide range of utility functions as assigned. Tied to Moss Adams Audit Report Recommendation, Finding #11: From 2010 to 2013 turnover was 17 percent for Water and Wastewater Division.

Utilities Business Manager (Utilities Department)

- With the creation of the Utilities Department, the Administration function of the former Utilities, Planning & Projects Department has expanded to include interaction with two additional divisions, and a total of 272 employees. Tied to Moss Adams Audit Report Recommendation, Finding 2: The City's current organizational structure is inefficient and hinders collaboration between operations, maintenance, engineering, and capital projects; and #11: From 2010 to 2013 turnover was 17 percent for Water and Wastewater Division.

Solid Waste Enforcement Officer (Public Works)

- Solid Waste is requesting 2 position allocations to carry out the new program implementation, data collection and enforcement responsibilities mandated by changes in State law. This requested enhancement a new Solid Waste Enforcement Officer/AB 341 position would be created and would be responsible for developing and enforcing and reporting on the mandatory commercial collection and organics materials collection programs recently imposed by AB 341 and AB 1826. Under two new State diversion laws, AB 341 and AB 1826, and the mandates of AB 32, the City is required to implement new programs and enforce diversion mandates. The proposed positions are necessary to perform both new enforcement functions and to analyze, monitor, and report the City's progress in meeting the mandates for solid waste reduction and GHG emissions reductions from Solid Waste and Recycling activities.

Building Inspection Program Coordinator (Community & Economic Development)

- Convert CEDD Building Safety division's Plans Examiner position to Building Inspection Program Coordinator and eliminate Assistant Chief Building Official. The new management model of the division requires mid-level supervision of three workgroups. Since this is not a temporary model, adjustments need to be made with positions. One of these positions is in the Building Safety workgroup, specifically the Development Center operations.

Engineering Assistant II (Community & Economic Development)

- An additional Engineering Assistant II is needed to perform CAD work for the many design projects that are currently funded. We do not have sufficient staff to complete the required CAD work. Expense of this position is completely offset by the full overhead rate charged. Without the addition of this position, staff will be unable to complete the CIP projects within the anticipated schedules. This opportunity supports 2015-2018 City Council Strategic Plan Objective II to provide vibrant infrastructure and sustainable environment.

Housing Rehabilitation Specialist I (Community & Economic Development)

- This City receives approximately $250,000 in revolving loan funds annually to expend on new rehabilitation loans for eligible applicants. Currently there is one Housing Rehabilitation Specialist to provide technical assistance to eligible property owners participating in various subsidized housing rehabilitation programs; to inspect dwelling units of program participants to identify substandard conditions and other eligible work; to prepare specifications for work to be performed; and to estimate costs, monitor work, and maintain records. The $250,000 is funds received from monthly loan payments, loan payoffs, etc. The Neighborhood Stabilization Program II (NSP2) funds provided acquisition/rehabilitation activities to eligible individuals. The City will begin seeing approximately $16,000 a month in program income for loan repayments of these loans in late 2015. This program income, in addition to the funds already being receipted from CDBG RLF program funds, will provide funding for future acquisition/rehabilitation or demolition activities. 10% of NSP2 funds and the CDBG Entitlement funds received annually would pay for management oversight of these programs. Staff does not foresee any burden to the City General Fund with this addition of an additional Housing Rehabilitation Specialist. Adding an additional Housing Rehabilitation Specialist position will not only provide the support needed to work through the high volume of request being received for rehab programs, but will provide a valued resource to ensure program continuity is retained. The current Housing Rehabilitation Specialist can begin mentoring this individual to learn program funding expectations and to gain institutional knowledge of roles and responsibilities. This opportunity supports 2015-2018 City Council Strategic Plan Objective IV to provide great neighborhoods.

Account Clerk (Finance)

- The Payroll area currently only has two full-time positions and one part-time temporary employee who manage over 1,100 employee payroll records for the City of Modesto bi-weekly payroll. This enhancement is requesting one FTE Account Clerk position to provide additional payroll support to cover the key payroll functions needed to ensure backfill coverage is available at all times.

This position will be funded from the part-time temporary budget and new Direct Charge Agreements that were established as part of the FY 15-16 budget. With the on-going changes with union agreements and the necessity to managing our payroll system there is a very high risk that the City could not produce a payroll check due to the lack of payroll staff available. It is very difficult to structure job-sharing in this area due to the specific knowledge required to complete the various payroll duties. There has been a major increase in payroll reporting required by the State on an annual, quarterly and bi-weekly basis and with some of the new Affordable Care Act rules this will continue to increase. The most recent Risk Assessment performed by Moss Adams noted under Internal Controls the risk associated with 2 FTEs managing a payroll of over 1,000 employees and their risk mitigation was to add an additional FTE.

Police Civilian Supervisor (Police Department)

- The Police Department is requesting allocation of one (1) FTE Police Civilian Supervisor to provide supervision of non-sworn employees in the Crime Prevention and Crime Analysis Units in the Operations Division. The Crime Prevention Unit serves as the community education arm of the Police Department. This unit organizes and promotes the following programs and services to the community: National Night Out, Neighborhood Watch, Business Watch, CPTED inspections, Crime Free Multi-Housing Programs, Safety Fairs, and Fingerprinting. This unit also distributes educational materials, gives presentations to schools and special interest groups on a variety of safety issues, organizes specialized units for Public Safety Fairs, and virtually all of the Department's community outreach programs. The Crime Prevention Unit assists with organizing some of the Police Department's newest outreach programs including Town Hall Meetings and Coffee with Cops. This position would also provide supervision to the Crime Analysis Unit in the Operations Division. Crime Analysts work to identify crime trends, neighborhoods experiencing high crime rates and suspect information to help Area Commanders focus patrol resources where they are needed most. A sworn Police Lieutenant currently supervises the Crime Prevention and Crime Analysis Units, both of which are staffed with non-sworn employees. The allocation of one (1) Police Civilian Supervisor to provide supervision and oversight of these non-sworn functions would allow the Police Lieutenant, who is also the Assistant Division Commander to focus more of his time and attention on managing projects and directing the work of sworn Operations staff for all of the other units assigned to him and in support of the Area Command Lieutenants and the Operations Division Captain. This action would further enhance the Police Department's ability to promote, enhance and increase community-based partnerships in crime prevention, life safety and community policing by providing a supervisor to direct, plan, strategize, assign and effectively deploy non-sworn staff assigned to these units, which include Crime Analysts in the Crime Analysis Unit and Community Services Officers, Police Cadets, Part-time employees, volunteers and interns in the Crime Prevention Unit.

Police Evidence & Property Technician (Police Department)

- The Police Department is requesting allocation of one (1) FTE Property and Evidence Technician I/II to perform administrative and technical duties associated with the acceptance, storage, control and disposal of police evidence and property, to protect the integrity of evidence throughout the judicial process,

and to ensure compliance with all State and local laws regarding the storage and disposition of property and evidence. This position will maintain records of evidence tracking to ensure the integrity of the evidence for courtroom use in the prosecution of offenders, and testify in court regarding handling and chain-of-custody of evidence. The Property and Evidence Unit is currently staffed by a supervising Police Sergeant and three full-time Property and Evidence Technicians who are responsible for processing the intake of over 180,000 pieces of evidence on an annual basis. Past budget reductions have decimated this area of the department. Current staffing levels are inadequate to meet workload demands. In this last year arrests have increased exponentially. This has had a significant impact on workload in this area of the department. Staff cannot continue to keep up with the workload demands. One (1) FTE Property and Evidence Technician is being requested to provide the necessary compliment of staffing needed to enable Property and Evidence to handle the processing of large volumes of property and evidentiary items coming into the Property and Evidence facility. Without this additional position, the Department will have to continue to look at less optimal means of filling this gap in its labor force and in building the depth of knowledge base within the department that goes with it, in order to meet the needs of the community.

Police Animal Control Officer (Police Department)

- The Police Department is requesting allocation of one (1) FTE Animal Control Officer to provide the necessary complement of staffing to provide animal control services coverage 7 days per week and relieve patrol officers of having to respond to priority AC calls. Animal Control Officers respond to complaints of vicious and dangerous animals, injured animals, barking dogs, unleashed/unlicensed dogs, investigate animal bites, animal cruelty and neglect. They are also responsible for educating the public on responsible pet ownership, and removing dead animals from city properties and streets. Two full-time Animal Control Officers and one supervisor respond to animal related patrol calls and also investigate and enforce City municipal code violations pertaining to animals. This is not a sufficient level of staffing for a city this size.

Police Tactical Training Center Coordinator (Range Master) (Police Department)

- The Police Department is requesting allocation of one (1) FTE Police Tactical Training Center Coordinator. This position will oversee all training and instruction at the Tactical Training Center. This position will also act as a facilities coordinator/manager addressing policy and liability issues at this facility. Additionally, this position would provide oversight for any construction improvements and/or remodeling of the buildings and grounds at this facility. The range is used by allied agencies and this position would be responsible for ensuring that those agencies adhere to policies and guidelines for use of the facility. A retired annuitant is currently overseeing the range and training center. A full-time Police Tactical Training Center Coordinator is needed to oversee these responsibilities. The Tactical Training Center is utilized by other law enforcement agencies and provides for a training facility here within Stanislaus County.

Police Clerk II (Police Department)

- The Police Department is requesting allocation of one (1) FTE Police Clerk I/II to handle the processing of warrants. The Police Clerk assigned to Warrants has

the enormous task of both inputting and closing out warrants within 2-3 computer programs daily. These warrants come into the Police Department's system from the courts. Again, this is a situation wherein the workload demand exceeds the available labor to address it. Warrants must be processed in accordance with specified guidelines; otherwise the criminals(s)/suspect(s) will be released from jail rather than arrested or cited. This represents a significant workload in the Records Unit, that it is too short-staffed to be able to address without adding another position to help support this function. The current workload for the processing of warrants s simply too great for one Police Clerk to handle. The closing out of warrants, scanning, removing from system and daily influx of the new warrants that come into the system from the courthouse has increased significantly. All warrants must be added or deleted from two to three computer programs daily. If the Warrants Clerk cannot perform these steps for each warrant in a timely manner, the criminal(s)/suspect(s) will be let go rather than arrested or cited..

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-198

RESOLUTION AUTHORIZING THE CITY OF MODESTO TO EXECUTE A FIRST AMENDMENT TO THE LEGAL SERVICES AGREEMENT DATED JUNE 24TH, 2014 WITH ARATA, SWINGLE, SODHI AND VAN EGMOND IN AN AMOUNT NOT TO EXCEED $30,000 TO CONTINUE REPRESENTING THE CITY OF MODESTO IN TORT LIABILITY CASES

WHEREAS, the City Attorney's Office is still in need of outside counsel services; and

WHEREAS, the City Council by Resolution 2014-241 had previously approved an agreement with Arata, Swingle, Sodhi and Van Egmond to represent the City in the following types of cases: tort, trip and fall, sidewalk, road and other similar cases; and

WHEREAS, the City Attorney's Office desires to extend the agreement with Arata, Swingle, Sodhi and Van Egmond; and

WHEREAS, the City Attorney's office has drafted a First Amendment to the Legal Services agreement with Arata, Swingle, Sodhi and Van Egmond.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the City of Modesto to execute a First Amendment to the Legal Services Agreement with Arata, Swingle, Sodhi and Van Egmond to continue representing the City of Modesto in tort liability matters, as provided in Exhibit A **attached** hereto and incorporated herein, and further authorizes the City Attorney to execute such agreement in a form substantially similar to **Exhibit** A.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

FIRST AMENDMENT TO LEGAL SERVICES AGREEMENT

This First Amendment for Legal Services (this "**First Amendment**"), is made and entered into on _____ day of _____ 2015 ("**Effective Date**"), by and between the **CITY OF MODESTO**, a California Municipal Corporation ("**City**"), and **ARATA, SWINGLE, SODHI & VAN EGMOND**, a Professional Corporation ("**Attorney**"), located at 912 11th Street, Modesto, California 95354. City and Attorney are hereinafter collectively referred to as the "**Parties**," and singularly as "**Party**".

RECITALS

WHEREAS, City and Attorney entered into a Legal Services Agreement ("**Agreement**") to provide legal advice, representation and assistance to City in defense of tort claims, as assigned; and

WHEREAS, Attorney is specially trained, experienced and competent to perform such services; and

WHEREAS, the public interest, economy and general welfare will be served by the Agreement; and

WHEREAS, City and Attorney desire to amend the Agreement for further services by increasing the previously approved amount of fees from $200,000 to $230,000.

NOW, THEREFORE, it is hereby agreed that the Legal Services Agreement between the City of Modesto and Arata, Swingle, Sodhi and Van Edmond dated June 24, 2014 and authorized by Resolution No.2014-241 is amended as follows:

1. **Fees and Costs**. Section 2(a) of Paragraph 2, "Fees and Costs," Hourly Rates is amended to state as follows:

"The total of all fees paid to Attorney for the performance of all services set forth in Section 1(thereafter the "**Service**"), and for all authorized Reimbursable Expenses (as defined hereafter), shall not exceed a total sum of two hundred and thirty thousand dollars ($230,000)."

2. **Entire Agreement**. The parties to this First Amendment understand and agree that except as stated herein all terms and conditions of the original Agreement, dated June 24th, 2014, remain in full force and effect to the extent they are not in conflict with this First Amendment. This document, including all exhibits, contain the entire amendment to the Agreement between the Parties and supersedes whatever oral or written understanding they may have had prior to the execution of this First Amendment. No alteration to the terms of this First Amendment shall be valid unless approved in writing by Attorney and by City, in accordance with applicable provision of the Modesto City Code.

3. **Authority**. The person signing this First Amendment for Attorney hereby represents and warrants that he/she is fully authorized to sign this First Amendment on behalf of Attorney and to bind Attorney to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the dates stated below.

CITY OF MODESTO,
A Municipal Corporation

By:_____

Print name: _____

Title: _____

APPROVED TO AS FORM:

_____
Adam U. Lindgren, City Attorney

ATTEST:

_____
Stephanie Lopez, City Clerk

[Signatures Continued on Next Page.]

ATTORNEY:

_____,
a Professional Corporation

_____

_____
Federal I.D. No.

_____
State I.D. No.

_____
City of Modesto Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY *(check one)*:

_____ Individual/Sole Proprietor
_____ Partnership
_____ Corporation
_____ Limited Liability Company
_____ Other (*please specify:* _____)

_____
Signature of Authorized Person

_____
Title

_____
Additional Signature *(if required)*

_____
Title

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-199

RESOLUTION AUTHORIZING THE CITY OF MODESTO TO EXECUTE A FIRST AMENDMENT TO THE LEGAL SERVICES AGREEMENT DATED JULY 3RD, 2014 WITH BORTON PETRINI, LLP IN AN AMOUNT NOT TO EXCEED $30,000 TO CONTINUE REPRESENTING THE CITY OF MODESTO IN TORT LIABILITY CASES

WHEREAS, the City Attorney's Office is still in need of outside counsel services; and

WHEREAS, the City had previously approved an agreement with Borton Petrini, LLP to represent the City in the following types of cases: tort, trip and fall, sidewalk, road and other similar cases; and

WHEREAS, the City Attorney's Office desires to extend the agreement with Borton Petrini, LLP; and

WHEREAS, the City Attorney's office has drafted a First Amendment to the Legal Services Agreement with the Borton Petrini, LLP.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the City of Modesto to execute a First Amendment to the Legal Services Agreement with Borton Petrini, LLP to continue to represent the City of Modesto in tort liability matters, as provided in **Exhibit** A **attached** hereto and incorporated herein, and further authorizes the City Attorney to execute such agreement in a form substantially similar to Exhibit A.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

FIRST AMENDMENT TO LEGAL SERVICES AGREEMENT

This First Amendment for Legal Services (this "**First Amendment**"), is made and entered into on _____ day of _____ 2015 ("**Effective Date**"), by and between the **CITY OF MODESTO**, a California Municipal Corporation ("**City**"), and **BORTON PETRINI, LLP** a Professional Corporation ("**Attorney**"), located at 201 Needham Street, Modesto, California 95354. City and Attorney are hereinafter collectively referred to as the "**Parties**," and singularly as "**Party**".

RECITALS

WHEREAS, City and Attorney entered into a Legal Services Agreement ("**Agreement**") to provide legal advice, representation and assistance to City in defense of tort claims, as assigned; and

WHEREAS, Attorney is specially trained, experienced and competent to perform such services; and

WHEREAS, the public interest, economy and general welfare will be served by the Agreement; and

WHEREAS, City and Attorney desire to amend the Agreement for further services by increasing the previously approved amount of fees from $40,000 to $70,000.

NOW, THEREFORE, it is hereby agreed that the Legal Services Agreement between the City of Modesto and Borton Petrini, LLP dated July 3, 2014 is amended as follows:

1. **Fees and Costs**. Section 2(a) of Paragraph 2,"Fees and Costs," Hourly Rates is amended to state as follows:

"The total of all fees paid to Attorney for the performance of all services set forth in Section 1 (thereafter the "**Service**"), and for all authorized Reimbursable Expenses (as defined hereafter), shall not exceed a total sum of seventy thousand dollars ($70,000)."

2. **Entire Agreement**. The parties to this First Amendment understand and agree that except as stated herein all terms and conditions of the original Agreement, remain in full force and effect to the extent they are not in conflict with this First Amendment. This document, including all exhibits, contain the entire agreement between the Parties and supersedes whatever oral or written understanding they may have had prior to the execution of this First Amendment. No alteration to the terms of this First Amendment shall be valid unless approved in writing by Attorney and by City, in accordance with applicable provision of the Modesto City Code.

3. **Authority**. The person signing this First Amendment for Attorney hereby represents and warrants that he/she is fully authorized to sign this First Amendment on behalf of Attorney and to bind Attorney to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the dates stated below.

CITY OF MODESTO,
A Municipal Corporation

By:_____

Print name: _____

Title: _____

APPROVED TO AS FORM:

_____
Adam U. Lindgren, City Attorney

ATTEST:

_____
Stephanie Lopez, City Clerk

[Signatures Continued on Next Page.]

ATTORNEY:

_____,
a Professional Corporation

_____

_____
Federal I.D. No.

_____
State I.D. No.

_____
City of Modesto Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY *(check one)*:

_____ Individual/Sole Proprietor
_____ Partnership
_____ Corporation
_____ Limited Liability Company
_____ Other (*please specify:* _____)

_____
Signature of Authorized Person

_____
Title

_____
Additional Signature *(if required)*

_____
Title

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-200

RESOLUTION AUTHORIZING THE CITY OF MODESTO TO EXECUTE A FIRST AMENDMENT TO THE LEGAL SERVICES AGREEMENT DATED JUNE, 24TH 2014 WITH BURKE, WILLIAMS & SORENSEN, LLP IN AN AMOUNT NOT TO EXCEED $250,000 TO CONTINUE REPRESENTING THE CITY OF MODESTO IN THE *REED V. CITY OF MODESTO* CASE

WHEREAS, the *Reed v. City of Modesto* case is still pending; and

WHEREAS, the City of Modesto requires representation for this matter; and

WHEREAS, the City by Resolution 2014-242 had previously approved an agreement with Burke, Williams and Sorensen, LLP to represent the City of Modesto in the *Reed v. City of Modesto* case; and

WHEREAS, the City Attorney's office has drafted a First Amendment to the Legal Services Agreement with Burke, Williams and Sorensen, LLP.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the City of Modesto to execute a First Amendment to the Legal Services Agreement with Burke, Williams and Sorensen, LLP to continue representing the City of Modesto in the *Reed v. City of Modesto* case, **attached** hereto and incorporated herein as **Exhibit** A, and further authorizes the City Attorney to execute such agreement in a form substantially similar to Exhibit A.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion was seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

FIRST AMENDMENT TO LEGAL SERVICES AGREEMENT

This First Amendment for Legal Services (this "**First Amendment**"), is made and entered into on _____ day of _____ 2015 ("**Effective Date**"), by and between the **CITY OF MODESTO**, a California Municipal Corporation ("**City**"), and **BURKE WILLIAMS & SORENSEN,** a Professional Corporation ("**Attorney**"), located at 444 S. Flower Street, Suite 2400, Los Angeles, California 90071. City and Attorney are hereinafter collectively referred to as the "**Parties**," and singularly as "**Party**".

RECITALS

WHEREAS, City and Attorney entered into a Legal Services Agreement ("**Agreement**") to provide legal advice, representation and assistance to the City in defense of *Reed v. City of Modesto*; and

WHEREAS, Attorney is specially trained, experienced and competent to perform such services; and

WHEREAS, the public interest, economy and general welfare will be served by the Agreement; and

WHEREAS, City and Attorney desire to amend the Agreement for further services by increasing the previously approved amount of fees from $200,000 to $450,000.

NOW, THEREFORE, it is hereby agreed that the Legal Services Agreement between the City of Modesto and Burke Williams & Sorensen dated June 24, 2014 and authorized by Resolution No.2014-242 is amended as follows:

1. **Fees and Costs**. Section 2(a) of Paragraph 2, "Fees and Costs," Hourly Rates is amended to state as follows:

"The total of all fees paid to Attorney for the performance of all services set forth in Section 1 (thereafter the "**Service**"), and for all authorized Reimbursable Expenses (as defined hereafter), shall not exceed a total sum of four hundred and fifty thousand dollars ($450,000)."

2. **Entire Agreement**. The parties to this First Amendment understand and agree that except as stated herein all terms and conditions of the original Agreement remain in full force and effect to the extent they are not in conflict with this First Amendment. This document, including all exhibits, contain the entire amendment to the agreement between the Parties and supersedes whatever oral or written understanding they may have had prior to the execution of this First Amendment. No alteration to the terms of this First Amendment shall be valid unless approved in writing by Attorney and by City, in accordance with applicable provision of the Modesto City Code.

3. **Authority**. The person signing this First Amendment for Attorney hereby represents and warrants that he/she is fully authorized to sign this First Amendment on behalf of Attorney and to bind Attorney to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the dates stated below.

CITY OF MODESTO,
A Municipal Corporation

By:_____

Print name: _____

Title: _____

APPROVED TO AS FORM:

_____
Adam U. Lindgren, City Attorney

ATTEST:

_____
Stephanie Lopez, City Clerk

[Signatures Continued on Next Page.]

ATTORNEY:

_____,
a Professional Corporation

_____

_____
Federal I.D. No.

_____
State I.D. No.

_____
City of Modesto Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY *(check one)*:

_____ Individual/Sole Proprietor
_____ Partnership
_____ Corporation
_____ Limited Liability Company
_____ Other (*please specify:* _____)

_____
Signature of Authorized Person

_____
Title

_____
Additional Signature *(if required)*

_____
Title

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-201

RESOLUTION AUTHORIZING THE CITY OF MODESTO TO EXECUTE A SECOND AMENDMENT TO THE LEGAL SERVICES AGREEMENT DATED MARCH 28, 2007 WITH DAVIDOVITZ & BENNETT IN AN AMOUNT NOT TO EXCEED $200,000 FOR SERVICES ON THE FOLLOWING MATTERS: MID LITIGATION, PCE LITIGATION, SIFA, AND STANISLAUS COUNTY V. COM (GEER ROAD LANDFILL) LITIGATION

WHEREAS, Davidovitz & Bennett have represented and advised the City in the above matters; and

WHEREAS, the City Attorney's office has drafted a Second Amendment to the Legal Services Agreement with the Davidovitz & Bennett dated March 28, 2007; and

WHEREAS, this second Amendment will replace all other prior agreements with Davidovitz & Bennett, except for the new Standard Legal Services Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the City of Modesto to enter into an agreement with Davidovitz & Bennett in an amount not to exceed $200,000 to represent and advise the City of Modesto on the following matters: MID litigation, PCE litigation, SIFA, and *Stanislaus County v. COM* (Geer Road Landfill) litigation, as provided in **Exhibit** A **attached** hereto and incorporated herein, and further authorizes the City Attorney to execute such agreement in a form substantially similar to Exhibit A.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

SECOND AMENDMENT TO LEGAL SERVICES AGREEMENT

This Second Amendment for Legal Services (this "**Second Amendment**"), is made and entered into on _____ day of _____ 2015 ("**Effective Date**"), by and between the **CITY OF MODESTO**, a California Municipal Corporation ("**City**"), and **DAVIDOVITZ & BENNETT**, a California limited partnership ("**Attorney**"), located at 101 Montgomery Street, Suite 2550, San Francisco, California, 94104. City and Attorney are hereinafter collectively referred to as the "**Parties**," and singularly as "**Party**."

RECITALS

WHEREAS, City and Attorney entered into a Legal Services Agreement ("**Agreement**") to provide legal advice, representation and assistance to City in defense and advice in matters of Special Advisory Counsel, as assigned; and

WHEREAS, Attorney is specially trained, experienced and competent to perform such services; and

WHEREAS, the public interest, economy and general welfare will be served by the Agreement; and

WHEREAS, City and Attorney desire to amend the Agreement to update the Scope of Work and repeal the First Amendment dated December 11, 2012.

NOW, THEREFORE, it is hereby agreed that the Legal Services Agreement dated March 28, 2007 between the City of Modesto and Davidovitz & Bennett LLP and the Amendment Number One to the Legal Services Agreement dated December 11, 2012, are amended as follows:

1. Exhibit "A" of the Legal Services Agreement dated March 28, 2007 regarding the "Scope of Work" is amended to state as follows:

"The firm shall provide its services to the City under this Agreement on the following matters: MID litigation, PCE litigation, SIFA, and *Stanislaus County v. COM* (Geer Road Landfill) litigation."

2. Exhibit "B" of the Legal Services Agreement dated March 28, 2007 is amended to state as follows:

"Schedule of Fees

Moris Davidovitz	$195 per hour
Charles Bolcom	$185 per hour
James English	$185 per hour

Roland Stevens	$185 per hour
Patricia Lakner	$185 per hour"

3. The first sentence of paragraph (c) of Section 24, "Insurance Requirements," of the Legal Services Agreement dated March 28, 2007 is amended to state as follows:

> **"(c) Professional Liability**: insurance with a minimum limit of $2,000,000 combined single limit per occurrence."

4. The Amendment No. 1 to the Legal Services Agreement-Special Advisory Counsel between Davidovitz & Bennett LLP and the City of Modesto, dated December 11, 2012, is repealed in its entirety.

5. Entire Agreement. The parties to this Second Amendment understand and agree that except as stated herein all terms and conditions of the original Agreement dated March 28, 2007, remain in full force and effect for the indicated matters to the extent they are not in conflict with this Second Amendment. This document, including all exhibits, contains the entire amendment to the agreements between the Parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Second Amendment. No alteration to the terms of this Second Amendment shall be valid unless approved in writing by Attorney and by City, in accordance with applicable provision of the Modesto Municipal Code.

6. Authority. The person signing this Second Amendment for Attorney hereby represents and warrants that he/she is fully authorized to sign this Second Amendment on behalf of Attorney and to bind Attorney to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the dates stated below.

CITY OF MODESTO,
A Municipal Corporation

By:_____
Print name: _____
Title: _____

APPROVED TO AS FORM:

_____
Adam U. Lindgren, City Attorney

ATTEST:

_____
Stephanie Lopez, City Clerk

ATTORNEY:
Davidovitz & Bennett,
a California limited partnership

_____

_____
Federal I.D. No.

_____
City of Modesto Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY *(check one)*:

_____ Individual/Sole Proprietor
_____ Partnership
_____ Corporation
_____ Limited Liability Company
___X__ Other (*please specify: limited partnership)*

_____
Signature of Authorized Person

_____
Title

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-202

RESOLUTION AUTHORIZING THE CITY OF MODESTO TO EXECUTE A NEW STANDARD OUTSIDE LEGAL SERVICES AGREEMENT WITH DAVIDOVITZ & BENNETT IN AN AMOUNT NOT TO EXCEED $120,000 ANNUALLY FOR LEGAL ADVICE, REPRESENTATION AND ASSISTANCE TO THE CITY IN RELATION TO SERVICES AS SPECIAL ADVISORY COUNSEL

WHEREAS, Davidovitz & Bennett have represented and advised the City in a variety of specialized matters for many years; and

WHEREAS, the City Attorney's office has drafted a standard legal services agreement with Davidovitz & Bennett for legal advice, representation and assistance to the City in relation to services as Special Advisory Counsel; and

WHEREAS, this new agreement will replace all other prior agreements with Davidovitz & Bennett, except for the Second Amendment to Legal Services Agreement which will only be in effect for the following matters: MID litigation, PCE litigation, SIFA, and Stanislaus County v. COM (Geer Road Landfill) litigation.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the City of Modesto to enter into an agreement with Davidovitz & Bennett to represent the City of Modesto on specialized matters, as provided in **Exhibit** A **attached** hereto and incorporated herein, and further authorizes the City Attorney to execute such agreement in a form substantially similar to **Exhibit** A.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

LEGAL SERVICES AGREEMENT

This Agreement for Legal Services (this "**Agreement**") is made and entered into on the ___ day of ____, 2015 ("**Effective Date**"), by and between the **CITY OF MODESTO**, a California Municipal Corporation ("**CITY**"), located at 1010 Tenth Street, Sixth Floor, Modesto, California 95353 and **DAVIDOVITZ + BENNETT**, a California limited partnership ("**Attorney**"), located at One 101 Montgomery Street, Suite 2550, San Francisco, California, 94104. City and Attorney are hereinafter collectively referred to as the "**Parties**," and singularly as a "**Party**."

RECITALS

WHEREAS, City desires to obtain Attorney's services with respect to providing litigation, trial counsel, legal advice, representation and assistance to City in relation to services as Special Advisory Counsel to the City on an as-needed/as-required basis to perform tasks as assigned by the City Attorney; and

WHEREAS, Attorney is specially trained, experienced and competent to perform such services; and

WHEREAS, the public interest, economy and general welfare will be served by this Agreement.

NOW, THEREFORE it is hereby agreed as follows:

1. Services.

a. Scope of Work: Subject to the terms and conditions set forth in this Agreement, Attorney shall provide to City the following services ("**Services**"): litigation, trial counsel, legal advice, representation and assistance to City in relation to services as Special Advisory Counsel to the City for legal advice and assistance as requested by the City Attorney relating to public contracts, utilities, environmental, land use, housing, public finance, municipal code integration, and public agency meetings.

Attorney shall not be compensated for services outside the scope of work identified under this Section unless prior to the commencement of such services: (i) Attorney notifies City and City agrees that such services are outside the scope of work under this Section; (ii) Attorney estimates the additional compensation required for these additional services; and (iii) City, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor.

b. **Term:** This Agreement shall become effective on the Effective Date, and shall continue in effect until both Parties have fully performed their respective obligations under this Agreement unless sooner terminated as provided in Section 7.

2. **Fees and Costs.**

a. **Hourly Rates: The hourly rate for Attorney, ordinarily $250 per hour, is modified as follows for matters where the City is not obtaining attorney services paid by an insurer(s):**

Moris Davidovitz	$195 per hour
Charles Bolcom	$185 per hour
James English	$185 per hour
Roland Stevens	$185 per hour
Patricia Lakner	$185 per hour

The total of all fees paid to Attorney for the performance of all services set forth in Section 1 (hereafter the "**Services**"), and for all authorized Reimbursable Expenses (as defined hereafter), shall not exceed the total sum of one-hundred twenty thousand dollars ($120,000) annually.

b. **Reimbursable Expenses.** City shall reimburse Attorney for the actual, reasonable and necessary expense of travel out of the Modesto metropolitan area, at the then current Internal Revenue Service approved rate (currently at $0.575 per mile), other than air fare which shall be paid at the actual cost for coach air travel. Attorney will not charge City for the cost of telephone calls other than a vendor's conference call charges. Litigation costs and expenses for statutory fees, witness fees, reporters' per diem and stenographic transcriptions, jury fees, and the expenses of serving process shall be advanced by Attorney and reimbursed by City. Expert consultants and witnesses may be retained by Attorney on terms acceptable to City, approved in advance by email or letter by the City Representative (as defined hereafter), in which case City shall reimburse Attorney or pay such consultants or experts directly.

c. **Billing:**

i. Legal billings shall be submitted to City every thirty (30) days unless otherwise agreed in writing by City and Attorney. Bills shall be submitted to:

City Attorney
c/o Finance Director
1010 Tenth Street, 5th Floor
Modesto, CA 95354

ii. Each task shall be distinctly and completely identified. In litigation matters, City will not pay invoices that contain block billing. Each billing entry must contain the initials of the individual performing the task, the nature of the task, the date it was performed, and the length of time it took.

iii. Costs under $1,000.00 shall be paid by Attorney and submitted with their normal billing.

iv. City reserves the right to audit all invoices.

v. Payments to Attorney shall be made within a reasonable time after receipt of Attorney's invoice, generally within thirty (30 days of receipt for invoices for Special Advisory Counsel and forty five (45) days of receipt for invoices for other services. Attorney shall be responsible for supplying all documentation necessary to reasonably verify the monthly billings to the City.

vi. In addition to the provisions stated elsewhere in this Agreement regarding the payment of fees, billing and budgeting, the following guidelines for billing apply:

(1) City expects each individual working on the matter for which Attorney is retained to have the necessary experience to perform the services required to protect or pursue City's interests in the matter in a cost effective manner, consistent with high professional and ethical standards.

(2) City expects Attorney to select the individual most suitable for the task required and the specific needs of the matter, and to use the maximum efficiencies available. Billings for services performed by the inappropriate level of personnel will be reduced by City based on rate adjustments for the appropriate level of personnel.

(3) City will not pay for unnecessary review of texts, codes, rules of court, or other fundamental references. City will pay the hourly rate for specific legal research which is unique to the matter, assuming that Attorney has used maximum efficiencies and that

Attorney has not already recently performed research in the same or very similar areas of law.

(4) City acknowledges the benefit of communications between attorneys in the firm. City does, however, expect that intra-office conferences will only be held as needed, and will be kept to a minimum. Intra-office conferences shall be for the purpose of discussing strategy and legal issues which directly further the matter. City will not pay for conferences which are supervisorial, instructional or administrative. Any invoice which lists an intra-office conference that does not meet these guidelines must contain a full explanation and is subject to reduction by City. City will not pay for "team meetings" and City will scrutinize all intra-office conferences for "value added" to the matter by the conference, for the number of individuals attending the conference, the length of the conference, the subjects discussed at the conference and who participated in it, and will, in City's sole discretion, determine if such value has been added.

(5) City will not pay for local telephone calls, incoming facsimiles, postage, time spent on filing, calendaring, indexing pleadings, conferences with Clerks of court or court reporters, proofreading, re-drafting due to substandard work, or opening, organizing or closing files. City will not pay for time billed by summer interns or associates, time for more than one individual to attend a trial, hearing, court appearance, arbitration, mediation, deposition, third party meeting, conference call or similar event, unless otherwise approved by City in advance.

(6) Vague billing which does not contain sufficient information to allow City's reviewer of the invoice to determine the nature of the task, the reason for the task, and the individual performing the task is subject to reduction by City.

(7) City will not reimburse for overtime, word processing, supplies, anything identified on an invoice as "miscellaneous," or any other unidentified charges.

3. **Reporting.**

a. Attorney shall provide City with status reports on all matters under this Agreement within thirty (30) days of the assignment of such task.

b. Attorney shall upon request provide to City representative an electronic version

of all agreements, letters, memoranda or other documents it prepares under this Agreement in a Microsoft Word format compatible with that used by the City Attorney's office.

4. **City Representative.** The City Attorney, or the City Attorney's designee, shall be the "City Representative" under this Agreement and shall administer this Agreement for City, including any payments hereunder. All Attorney questions pertaining to this Agreement shall be referred to the City Representative or the Representative's designee.

5. **Insurance Requirements.** During the entire term of this Agreement, Attorney shall maintain the following insurance:

   a. **Minimum Scope of Insurance:** Coverage should be at least as broad as:

      i. Insurance Services Office Form No. CG 0001 (Commercial General Liability);

      ii. Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance:

      iii. Professional Liability (Errors and Omissions) insurance against loss due to error, omission or malpractice.

   b. **Minimum Limits of Insurance:** Attorney shall maintain limits no less than:

      i. **Commercial General Liability:** $1,000,000 combined single limit per occurrence, including endorsements for contractual liabilities, broad form property damage and personal injury.

      ii. **Workers' Compensation and Employers' Liability:** Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of $1,000,000 per accident.

      iii. **Professional Liability (Errors and Omissions):** $2,000,000 combined single limit per occurrence.

   c. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the City.

   d. **Other Insurance Provisions:** The policies are to contain, or be endorsed to contain, the following provisions:

      i. **General Liability Coverages:**

         (1) The General Liability policy shall be written on an occurrence

form and shall name City, its officers, officials, agents, employees and volunteers as additional insureds. Such policy of insurance shall be endorsed so that Attorney's insurance shall be primary and any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Attorney's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to City, its officials, employees or volunteers.

(3) Coverage shall state that Attorney's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

ii. **All Coverages:**

(1) Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to City. In addition, Attorney agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been given to City and City approves the reduction in coverage or limits. Attorney further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to City and City approves such increase.

(2) In the event claims made forms are used for any Professional Liability coverage, either (i) the policy(ies) shall be endorsed to provide not less than a five (5) year discovery period, or (ii) the coverage shall be maintained for a minimum of two (2) years following the termination of this Agreement and the requirements of this section relating to such coverage shall survive termination or expiration of this Agreement. Attorney shall furnish City with the certificate(s) and applicable endorsements for ALL required insurance prior to City's execution of this Agreement.

e. **Acceptability of Insurers:** Insurance shall be placed with insurers with a Bests' rating of no less than A:VII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverages only; provided, however, that in no event shall a carrier with a rating below B:IX be acceptable.

f. **Verification of Coverage:** Attorney shall furnish City with certificates of

insurance showing compliance with the above requirements and with original endorsements affecting all coverages required by this Agreement both prior to the execution of this Agreement, and during the pendency of this Agreement at any time upon request by City. The certificates and/or endorsements shall set forth a valid policy number for City, and shall indicate the Issue Date, Effective Date and Expiration Date. The certificates and endorsements for each insurance policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be forwarded to the City Representative.

g. **Payment Withhold:** City shall withhold payments to Attorney if the certificates of insurance and endorsements required in this section are canceled or Attorney otherwise ceases to be insured as required herein, with respect to services provided after the date Attorney receives written notice from the insurer of such cancellation or ceasing to be insured..

6. **Indemnification.**

a. **Indemnity:** Attorney shall fully indemnify and save harmless, City, its officers and employees, including without limitation the City Attorney, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision, to which any or all of them may be subjected, to the extent such Liabilities result from third party actions caused by any professional negligent act or omission or willful misconduct of only Attorney, its sub-attorneys, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement (hereafter collectively referred to as "**Liabilities**") , whether or not the City, its officers or employees reviewed, accepted or approved any service or work product performed or provided by the Attorney, and whether or not such Liabilities are litigated, settled or reduced to judgment. Attorney's proposed contracts with expert consultants shall be provided to City for prior review, including review for terms City may require which provide indemnity obligation to City by such proposed consultants.

b. **Obligation to Defend:** Attorney shall, upon City's request, defend at Attorney's sole cost any action, claim, suit, cause of action or portion thereof which asserts or alleges Liabilities to the extent such Liabilities result from third party actions caused by any professional negligent act or omission or willful misconduct of only Attorney, its sub-attorneys, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether such action, claim, suit, cause of action or portion thereof is well founded or not.

c. **Insurance Policies; Intellectual Property Claims:** The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this section, nor shall the limits of such insurance limit the liability of Attorney hereunder, except that City shall first look to Attorney's insurance policies and coverages with respect to the indemnity and defense provisions of this Agreement, and the provision of defense and indemnity by such insurance shall be deemed to fully satisfy such indemnity and defense provisions . This section shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 4 (Confidentiality of City Information) above. The provisions of this section shall survive any expiration or termination of this Agreement.

7. Termination.

a. **By City**. City may terminate this Agreement at any time by written notice. After receiving such notice, Attorney will cease providing services. Attorney will cooperate with City in the orderly transfer of all related files and records to your new counsel.

b. **By Attorney**. Attorney may terminate this Agreement at any time with City's consent or for good cause. Attorney may terminate this Agreement for any reason by giving to City Attorney not less than sixty (60) days prior written notice of termination. The notice shall specify the effective date of and reason for the termination. Good cause exists if (a) any statement is not paid within ninety (90) days of its receipt; (b) City fails to meet any other obligation under this Agreement and continues in that failure for 15 days after Attorney sends written notice to City; (c) City has misrepresented or failed to disclose material facts to Attorney, refused to cooperate with Attorney, refused to follow Attorney's advice on a material matter, or otherwise made Attorney's representation unreasonably difficult; (d) any other circumstance exists in which ethical rules of the legal profession mandate or permit termination, including situations where a conflict of interest arises. Any individual attorney listed in Paragraph 2 of this Agreement may at any time for any reason cease providing services to Attorney related to this Agreement. If Attorney terminates Services, City agrees to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of this Agreement, whether by City or by Attorney, will not relieve the obligation to pay for services rendered and costs incurred by Attorney before services formally ceased.

8. General Provisions.

a. **Independent Contractor.**

i. It is understood and agreed that Attorney (including Attorney's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto for any purpose whatsoever. Neither Attorney nor Attorney's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Attorney under the provisions of this Agreement, and Attorney shall be issued an IRS Form 1099 for its services hereunder. As an independent contractor, Attorney hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City brought by any of Attorney's employees or by any third party, including but not limited to any state or federal agency with respect to any of Attorney's employees, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement.

ii. It is further understood and agreed by the Parties hereto that Attorney, in the performance of its obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished by the Services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by Attorney for accomplishing such results. To the extent that Attorney obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Attorney's sole discretion based on the Attorney's determination that such use will promote Attorney's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Attorney use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

iii. If, in the performance of this Agreement, any third persons are employed by Attorney, such persons shall be entirely and exclusively under the direction, supervision, and control of Attorney. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Attorney. It is further understood and agreed that Attorney shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Attorney's assigned personnel and subcontractors.

b. **Licenses; Permits, Etc.:** Attorney represents and warrants that Attorney has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature which are legally required for Attorney to practice its profession or provide any services under the Agreement.

_____
Attorney's Initial

Attorney represents and warrants that Attorney shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Attorney to practice its profession or provide such Services. Without limiting the generality of the foregoing, if Attorney is an out-of-state corporation, Attorney warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

c. **Conflicts of Interest.** Attorney represents and warrants that it has made a diligent effort to determine whether there are any actual or potential conflicts of interest that would preclude or interfere with Attorney's performance of this Agreement, and that no such conflict of interest appears to exist. Attorney shall indemnify and hold harmless City from and against any and all liability, loss, expense and obligation arising directly or indirectly out of any breach of the foregoing representation and warranty. Attorney agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

d. **Confidentiality of City Information.** Attorney understands and agrees that during the course performing the services required by this Agreement, or in contemplation thereof, Attorney may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Attorney agree that all

information disclosed by City to Attorney shall be held in confidence and used only in performance of the services required by this Agreement. A violation of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

e. **Publicity.** The City Representative shall serve as the point of contact for press information regarding all matters performed by Attorney under this Agreement. If any publicity is generated by the subject matter of this representation, Attorney will consult with and obtain approval of the City Representative before making any statement to any media outlet (whether radio, print, internet or television) about the content and timing of such statement.

f. **Disqualification of Judges.** At the option of the City Attorney, judges may be disqualified from hearing City litigation, and Attorney shall adhere to such decision of the City Attorney. In the event that Attorney is of the opinion that a judge ought to be disqualified, the City Attorney must be consulted in advance by Attorney, and Attorney must obtain the City Attorney's written consent to such disqualification.

g. **Equal Employment Opportunity.** During the performance of this Agreement, Attorney, for itself, its assignees and successors in interest, agrees as follows:

   i. **Compliance With Regulations:** Attorney shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations."

   ii. **Nondiscrimination:** Attorney, with regards to the work performed pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Attorney shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

h. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

i. **Waiver.** Neither City acceptance of, or payment for, any Service or Additional Service performed by Attorney, nor any waiver by either Party of any default, breach or condition precedent, shall be construed as a waiver of any provision of

this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

j. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Stanislaus County in the State of California, and the Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

k. **Assignment Prohibited.** The expertise and experience of Attorney are material considerations for this Agreement. City has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on Attorney under this Agreement. In recognition of this interest, Attorney shall not assign any right or obligation pursuant to this Agreement without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.

l. In any action to enforce the terms of this Agreement, the prevailing Party shall recover its reasonable attorneys' fees, providing that prior to the initiation of any such action the prevailing Party shall have participated in good faith in a mediation process through to its conclusion. The mediation process shall be conducted before a single, neutral, retired California judge. The mediation shall be concluded at such time as both Parties have terminated mediation sessions and mediation communications through the mediator. Evidence of the Parties' demands and offers in settlement, and the nature of the Parties' participation in the mediation process shall not be considered confidential and shall be admissible only to the limited extent necessary for a court to determine for purposes of recovery of attorneys' fees whether the prevailing Party participated in the mediation process in good faith.

m. **Notice.** Excluding bills; see section number 2 (b). Any notice, demand, request, consent, approval, communication either Party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this section.

To: City of Modesto:	To: Attorney:
Attention: City Attorney	Attention: Moris Davidovitz
Contact Information:	Contact Information:
1010 Tenth Street, 6th Floor	101 Montgomery Street,

Modesto, CA 95353	Suite2550 San Francisco, CA 94104
Phone: (209) 577-5288	Phone: (415) 956-4800

9. **Entire Agreement.** Except for the Second Amendment To Legal Services and its underlying Legal Services Agreement dated March 28, 2007, this document contains the entire agreement between the Parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by Attorney, and by City, in accordance with applicable provision of the Modesto City Code.

10. **Authority.** The person signing this Agreement for Attorney hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Attorney and to bind Attorney to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

CITY OF MODESTO,
A Municipal Corporation

By:_____

Print name:

Title: City Attorney

APPROVED TO AS FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

ATTORNEY:
DAVIDOVITZ + BENNETT,

a California limited partnership

_____
Federal I.D. No.

_____
City of Modesto Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY *(check one)*:

_____ Individual/Sole Proprietor
_____ Partnership
_____ Corporation
_____ Limited Liability Company
____X_ Other (*please specify:* limited partnership_____)

_____
Signature of Authorized Person

_____
Title

_____
Additional Signature *(if required)*

_____
Title
2455094.2

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-203

RESOLUTION SUPPORTING THE PASSAGE OF ASSEMBLY BILL 700 CALIFORNIA DISCLOSE ACT

WHEREAS, ever-increasing amounts of funds are raised and spent in support of and opposition to state and local ballot measures; and

WHEREAS, in California, over $640 million was spent on California ballot measures in 2012 and 2014, much of the spending by groups with misleading names like "Stop Special Interest Money Now" or Californians Against Higher Health Care Costs; and

WHEREAS, Assembly Members Gomez and Levine have introduced Assembly Bill (AB) 700, the California Disclose Act, which would improve disclosure on political advertisements to help voters make well-informed decisions and have greater confidence in the electoral process; and

WHEREAS, the bill would require the three largest funders of ballot measure ads (the two largest on radio ads) to be clearly and prominently identified, on the ads themselves, so that viewers can immediately see who is funding the advertisement, and

WHEREAS, the Disclose Act would apply to television ads, radio ads, print ads, mass mailers, and robocalls for or against state and local ballot measures; and

WHEREAS, the Disclose Act would apply whether ads are paid for by corporations, PACs, or individuals; and

WHEREAS, "Follow the Money" rules would require ads to report the true corporate, PAC or individual contributors, not potentially misleading committee and non-profit names; and

WHEREAS, In the Supreme Court's Citizens United decision, eight of nine Supreme Court Justices noted the problems when groups run ads "while hiding behind dubious and misleading names" and said transparent disclosure is needed for voters "to make informed decisions and give proper weight to different speakers and messages;" and

WHEREAS, voters deserve transparency in political advertising, and AB 700 would make significant strides toward this goal; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby supports the passage of Assembly Bill 700; and

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-204

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MODESTO DECLARING ITS INTENTION TO ESTABLISH THE DOWNTOWN MODESTO COMMUNITY BENEFIT DISTRICT AND TO LEVY AND COLLECT ASSESSMENTS WITHIN SAID DISTRICT PURSUANT TO CITY OF MODESTO MUNICIPAL CODE TITLE 8, CHAPTER 9 PERTAINING TO THE FORMATION OF A COMMUNITY BENEFIT DISTRICT, AND CALLING AN ASSESSMENT BALLOT PROCEEDING AND ESTABLISHING A TIME AND PLACE FOR A PUBLIC HEARING (DECLARES THE INTENTION TO ESTABLISH A COMMUNITY BENEFIT DISTRICT FOR 15 YEARS AND SETS A PUBLIC HEARING FOR AUGUST 11, 2015)

WHEREAS, the City of Modesto's Community Benefit District Ordinance, Modesto Municipal Code Title 8, Chapter 9 (the "Ordinance") authorizes the City to establish a Community Benefit District ("CBD") for up to 20 years to enhance the security, safety, appearance, and economic viability within such districts; and

WHEREAS, the Ordinance authorizes the City to levy and collect assessments on real property within such districts for the purpose of providing improvements and promoting activities that specially benefit real property within such districts; and

WHEREAS, the Ordinance authorizes the City to use the procedures set forth in the Property and Business Improvement District Law of 1994 (Streets & Highways Code sections 36600 et seq.) (the "PBID Law") as modified by the Ordinance for purposes of forming an assessment district; and

WHEREAS, Articles XIIC and XIID of the California Constitution and Section 53753 of the California Government Code (Proposition 218 Omnibus Implementation Act) also impose certain procedural and substantive requirements relating to the notice, protests and hearing requirements pertaining to new or increased assessments; and

WHEREAS, written petitions have been submitted by property owners within the area of the proposed CBD in Modesto that request the City Council initiate proceedings pursuant to the Ordinance to establish a Downtown Modesto Community Benefit District for a fifteen year period; and

WHEREAS, such petitions were signed by property owners in the proposed CBD who will pay more than thirty percent (30%) of the assessments proposed to be levied; and

WHEREAS, a Management District Plan entitled the Downtown Modesto Community Benefit District 2015 Management District Plan (the "Management Plan" **attached** hereto as **Exhibit** 1) for the proposed Downtown Modesto CBD has been prepared and contains all of the information required by the Ordinance, including, but not limited to, a description of the boundaries of the proposed CBD, the special benefit improvements and activities. The proposed boundaries of the Downtown Modesto CBD are also shown in the Management Plan that **is attached.**

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

Section 1. Pursuant to the Ordinance which incorporates provisions of Section 36621 of the PBID Law, the City Council declares its intention to establish the Downtown Modesto Community Benefit District (the "District") for a period of fifteen (15) years, and to levy and collect assessments against lots and parcels of real property within the District commencing in fiscal year 2015-2016 and ending December 1, 2030.

Section 2. The City Council hereby approves the Management Plan, which contains the District's Engineer's Report, for the proposed Downtown Modesto CBD, which Management Plan is on file in the office of the City Clerk, and **attached** hereto as **Exhibit** 1.

Section 3. The City Clerk shall make the Management Plan and other documents related thereto available to the public for review during normal business hours.

Section 4. The proposed activities as set forth in the Management Plan include marketing, District identity, beautification, security, maintenance, administration/corporate operations and an appropriate contingency/reserve. All proposed services and improvements will provide a special benefit to businesses and real property located in the District.

Section 5. The total assessment proposed to be levied and collected within the proposed Downtown Modesto CBD for fiscal year 2015-2016 is $700,000. Section 7 of the Management Plan sets forth the proposed Downtown Modesto CBD annual assessment amount by Assessor's Parcel Number. The amount to be levied and collected for subsequent years may be increased by an amount not to exceed five percent (5%) per year in accordance with increases in the Stanislaus County Consumer Price Index for all urban consumers from February to February.

Section 6. NOTICE IS HEREBY GIVEN that the City Council shall conduct a public hearing to establish the Downtown Modesto CBD, and the levy and collection of assessments for fiscal year 2015-2016 on the 11th day of August, 2015, at 5:30 p.m. or as soon thereafter as the matter may be heard, in the City Council Chambers located at 1010 10th Street, Modesto, CA 95354.

At the public hearing, the City Council will consider all objections or protests, if any, to the proposed establishment of the Downtown Modesto CBD, and all objections to the proposed assessment.

An assessment ballot proceeding is hereby called on behalf of the City Council on the matter of confirming assessments for any property within the District subject to a new assessment pursuant to Article XIID of the California Constitution. The assessment ballot proceeding on the matter of authorizing the levy of the assessments, pursuant to Government Code Section 53753 and Section 4 of Article XIIID of the California Constitution, consists of a ballot and mailed notice, distributed to affected property owners. Each property owner's ballot is weighted by the amount of his or her proposed assessment. Each property owner may return the ballot by mail or in person to the City Clerk, Modesto City Hall, at 1010 10th Street, Modesto, CA 95354, at or before the conclusion of public testimony at the public hearing. A written protest may be withdrawn in writing at any time before the public hearing.

At the conclusion of the public hearing, the City Clerk and/or an impartial designee shall tabulate the ballots to determine if a majority protest exists. The ballots shall be weighted according to the proportional financial obligation of each affected parcel. A majority protest exists if, upon the conclusion of the public hearing, weighted ballots submitted in opposition to the assessment exceed the weighted ballots submitted in favor of the assessment. Provided a majority protest does not exist, the City Council may then establish the Downtown Modesto CBD by adopting a resolution to that effect.

Section 7. The City Clerk is hereby authorized and directed to give notice of the public hearing as provided in Section 53753 of the Government Code and Article XIIID, Section 4 of the California Constitution.

Section 8. The City Manager is hereby authorized to sign the ballots for the City-owned properties to establish the Downtown Modesto CBD.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: For _____
ADAM U. LINDGREN, City Attorney

The Downtown Modesto Community Benefit District 2015 Management District Plan

Final Plan – April 24th, 2015

Formed Under Title 8, Chapter 9 of the City of Modesto Municipal Code

Prepared by:
New City America, Inc.
and
The Downtown Modesto CBD Steering Committee

Corporate Office ▪710 W. Ivy Street ▪ San Diego, CA 92101 ▪ 888-356-2726 ▪ 619-233-5009 ▪ Fax 619-239-7105
San Francisco Bay Area Office ▪ 954 Lee Avenue, ▪ San Leandro, CA 94577
New England Office: 30 Centre Street, ▪ New Bedford, MA ▪ 02745
mail@newcityamerica.com ▪ www.newcityamerica.com ▪ Facebook: New City America, Inc.

Downtown Modesto
Community Benefit District (CBD)
Management District Plan

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Attachment:

A. Engineer's Report

Section 1
Management District Plan Summary

The name of this Community Benefit District is the Downtown Modesto Community Benefit District (the "CBD"). The District is being formed pursuant of the City of Modesto Community Benefit District formed under [redacted] and hereinafter referred to as the "Ordinance".

Developed by the Downtown Modesto CBD Steering Committee – this Management District Plan is proposed to improve and provide special benefits to individual parcels located within the boundaries of the newly proposed 2015 Downtown Modesto Community Benefit District. The proposed CBD will provide special benefit district improvements and activities, including cleaning, security, beautification, district identity, possible transportation related activities and other special benefit programs to parcels within the boundaries of the proposed district.

The proposed Downtown Modesto CBD serves to improve the individual parcels, attract new customers to their businesses, increase sales, increase occupancies and enhance the benefitting individual parcels within the CBD. The proposed CBD seeks to fund the special benefits that will be provided over the next fifteen years, based upon keeping the greater Downtown Modesto area clean, safe, orderly, attractive, well marketed with special events and programs, and increase commerce within the boundaries.

Boundaries:

The boundaries shall include approximately 47 whole or partial blocks with 318 parcels owned by 214 property owners. See Downtown Modesto Proposed CBD map in Section 2, pages 10 and 11. The District is generally bounded by:

- L Street between both sides of 8th Street and Needham on the northwest,
- Needham Street, between L Street and H Street on the north,
- H Street between 19th Street and 15th Street, and then on G Street from 15th Street to both sides of 8th Street on the southeast; and
- Both sides of 8th Street from G Street to L Street on the southwest;

Budget:

The total first year Downtown Modesto CBD budget based upon assessable individual parcel owners for FY 15/6, will be $ 700,000.00. Please see Section 3 for a breakdown of the categories of special benefit services.

Improvements, Activities and Services of the Downtown Modesto CBD Plan:

There are five basic categories of special benefit services that will be funded by the Downtown Modesto CBD. All of these services will confer a special benefit to the individual parcels within the Downtown Modesto CBD. The categories of special benefits are as follows:

1. ***Sidewalk Operations, Beautification and Order:*** This includes all sidewalk and gutter cleaning services, possible enhance security, sidewalk steam cleaning services, graffiti removal, trash removal, as well as enhanced services to beautify the district. Sidewalk operations services totals $ 425,000 or 61% of the first year annual budget of the new CBD.

2. ***District Identity*:** These services include the branding of the Downtown Modesto area, marketing and promotions, newsletter, public relations, media relations, social media, publicity, special events, website development and maintenance, public space develop and holiday decorations. These services equal $ 150,000 or 21% of the first year annual budget of the new district.

3. ***Enhanced Residential Improvements*:** Though there are currently not any single residential units in the form of condos within the boundaries of the revised district, future condo developments that will be constructed within the CBD boundaries will be assessed to fund their particular special benefits. These special benefit services will include, but are not limited to: enhanced beautification in blocks with a high density of condos, public space development, implementation of pet related services and administrative costs. These assessments will be allocated with the same percentages of the overall budget.

4. ***Program Management and Corporate Operations***: These services equal $97,000 or 14% of the first year annual budget of the new district.

5. ***Contingency/Reserve***. This contingency anticipates a "historic" non-payment rate percentage of 2 to 4%, and any City or County collection fees. This fund equals $28,000 or 4% of the first year annual budget of the new district.

Downtown Modesto CBD FY 2015-16 Budget

PROGRAM OR ACTIVITY FUNDED BY THE DOWNTOWN MODESTO COMMUNITY BENEFIT DISTRICT	APPROXIMATE% OF FIRST YEAR ANNUAL BUDGET	ESTIMATED ANNUAL COSTS
Sidewalk Operations, Beautification and Order	61%	$ 425,000.00
District Identity and Streetscape Improvement	21%	$ 150,000.00
Administration/Corporate Operations	14%	$ 97,000.00
Contingency/City and County Fees/Reserves/Special projects	4%	$ 28,000.00
TOTAL	***100%***	***$ 700,000.00****

**The City, individuals, businesses, and groups that contributed to the investigation and formation costs of the Downtown Modesto CBD shall be entitled to be reimbursed within the first five years of the adoption of the CBD by the City Council. Costs that can be recovered include: (1) The costs of preparation of the management plan and engineer's report required by state law; (2) The cost of circulating and submitting the petition to the City Council seeking establishment of the District; (3) The costs of printing, advertising and the giving of published, posted or mailed notices; (4) Compensation of any engineer or attorney employed to render services in proceedings associated with formation of the Downtown Modesto CBD; and (5) Costs associated with any ballot proceedings required by law for approval of the CBD assessment. Contributions to the investigation and formation effort shall be reimbursed fully in the amount contributed upon receipt of appropriate documentation of the contribution to the new management corporation Board of Directors. The total amount to be reimbursed shall not exceed $70,000.*

This plan proposes percentages for groups of services with the intent that they will provide individual parcels with an understanding of the portion of the budget allocated to fund those services, while simultaneously giving the property owners and businesses an understanding of the proportional benefit they will receive. Demands for prioritization of one special benefit need over another *within the same category* will occur year by year. Supplemental security may be a priority one year, however enhanced sidewalk sweeping and beautification may be a priority another year. Both of these services fall within the same special benefit category or sidewalk operations.

Method of Financing:

The financing of the Downtown Modesto CBD is based upon the levy of special assessments upon real property that receive special benefits from the improvements and activities. See Section 4 for assessment methodology and compliance with Proposition 218. There will be four

factors used in the determination of proportional benefit to the parcels in the CBD. Those four factors are:

- Linear frontage;
- Lot size or the footprint of the parcel;
- Building square footage (excluding parking structures built within the building that predominantly serve the tenants of the building and are not open to the public); and
- Future residential condos that will be constructed within the District.

The following data represents the foundation of the assessments that will generate the revenue to fund the Downtown Modesto CBD: (verified as of April 5th, 2015);

Benefit Zones:

State law and the State constitution, Article XIIID require that special assessments be levied according to the special benefit each individual parcel receives. There is only one proposed under this plan.

Data in the CBD:

Building Square Footage	*Lot Size (square feet)*	*Linear Frontage*
2,632,178	**5,070,262**	**59,911**

Residential Condos: 0 assessable building square footage.
Currently there are no residential condo ddevelopments within the Downtown Modesto CBD boundaries total. When constructed, these future units will be assessed at the rate of $0.20 per square foot for their verifiable building square footage per parcel.

Costs:

Annual assessments are based upon an allocation of program costs by assessable linear frontage (by Benefit Zone), assessable on all sides of the parcels that receive benefit; PLUS lot or parcel square footage; PLUS assessable building square footage, and in the case of residential condos, by building square footage.

Future residential condo owners will be assessed differently since they are, in essence, acquiring air rights with the purchase of their residential condos and linear frontage and lot size will not be relevant to their parcels. This alternate assessment methodology is created to respond to their special needs of homeowners within this growing Downtown district. All four property variables will be used in the calculation of the annual assessment.

The FY 2015-16 year annual assessments per property variable are as follows:

Linear Frontage costs: $7.0938 per linear foot/year

Building Square Footage costs: $0.056987 per square foot/year

Lot Size costs:	$0.024654 per square foot/year
Future Residential Condo costs:	$0.20 per square foot of parcel unit square footage

Cap:

The CBD budget and assessments may be subject to changes in the Consumer Price Index (CPI) for the Stanislaus County Consumer Price Index for all urban consumers from February to February, with annual increases not to exceed 5% (five per cent) per year. Increases will be determined by the Owners' Association/District Management Corporation and will vary between 0% and 5% annually. Changes in land use, development of empty parcels, conversion of tax exempt to profitable land uses, demolition of existing buildings, and creation of new parcels through new building or residential condo development may alter the budget from year to year based upon the changes in the building square footage of an individual parcels. Since linear frontage and lot size normally are not altered in the redevelopment of a site, the only changes realized in the CBD will be through the building square footage. In addition, changes in the budget may occur due to the conversion of single parcels to multiple parcels due to the construction of residential or commercial condos.

Bonds:

The District will not issue any bonds related to any program.

District Formation:

Under the local enabling ordinance, the District formation and modification requires a submission of petitions from property owners representing more than 30% of the total assessments.

Once the City verifies the petitions totaling a minimum of 30% or $ 210,000 in assessment contribution to the District, the Modesto City Council may adopt a **Resolution of Intention** to mail out ballots to all affected property owners. The City will then hold a public hearing and tabulate the mail ballots. The Downtown Modesto CBD will be formed if the weighted majority of all returned mail ballots support the District formation and if the City Council adopts a resolution of formation to levy the assessments on the benefiting parcels. At this point, that public hearing is scheduled for Tuesday, July 28th, 2015.

Disestablishment:

California State Law, Section 36670 provides for the disestablishment of a District. Provisions for annual disestablishment of the CBD are provided for in the local Modesto CBD ordinance. Property owners dissatisfied with the results, management or quality of the services may petition the City Council to disestablish the CBD, in the same method in which they petitioned the City Council to establish the District.

Section 36670 states:

> *(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention."*

Unexpended surplus funds will be returned to property owners based upon each parcels percentage contribution to the previous fiscal year's assessments if the District is not renewed.

Time and Manner for Collecting Assessments:

The Downtown Modesto CBD assessments will appear as a separate line item on annual property tax bills prepared by the County of Stanislaus. The assessments shall be collected at the same time and in the same manner as for the ad valorem property tax paid to the County of Stanislaus. These assessments shall provide for the same lien priority and penalties for delinquent payment as is provided for the ad valorem property tax.

Any delinquent assessments owed for the first year will be added to the property tax roll for the following year together with any applicable interest and penalties. The "property owner" means any person shown as the owner/taxpayer on the last equalized assessment roll or otherwise known to be the owner/taxpayer by the City.

Government Assessments:

The Downtown Modesto CBD Management Plan assumes that the City of Modesto, the Successor Agency, Stanislaus County, the County Education Department and other government entities will pay assessments for the public property within the boundaries of the District. Article XIII D, Section 4 of the California Constitution was added in November of 1996 to provide for these payments.

Parcels owned by the City of Modesto, controlled by the Successor Agency, the State of California, the Stanislaus County shall receive benefits, commensurate with the assessments paid into the Downtown Modesto CBD. The publicly owned parcels are presumed to benefit equally to the privately owned parcels for the sidewalk and administrative special benefits provided, *however City, County and County School District parcels shall be exempt from assessments on their building square footage since they will not derive benefit from the "District Identity" special benefit services, (see Section 3, page 15).*

Duration:

The Downtown Modesto CBD shall have a fifteen-year term which shall commence on December 1st, 2015 and expire on November 30th, 2030, with operations winding down by November 30th, 2030, unless the district is renewed by the CBD property owners through a new assessment ballot proceeding in 2030.

Governance:

Pursuant to the City of Modesto Community Benefit District Ordinance and Section 36600 of the California Streets and Highway Code, a District Management Corporation or Owners' Association, will review District budgets and policies annually within the limitations of the Management District Plan. The Management Corporation will file Annual Reports with the City of Modesto (City) and will oversee the day-to-day implementation of services as defined in the Management District Plan. Section 36614.5 states:

> *The "Owners' association" means a private nonprofit entity that is under contract with a city to administer or implement activities and improvements specified in the management district plan. An owners' association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners' association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose."*

Section 2
Downtown Modesto Community Benefit District Boundaries

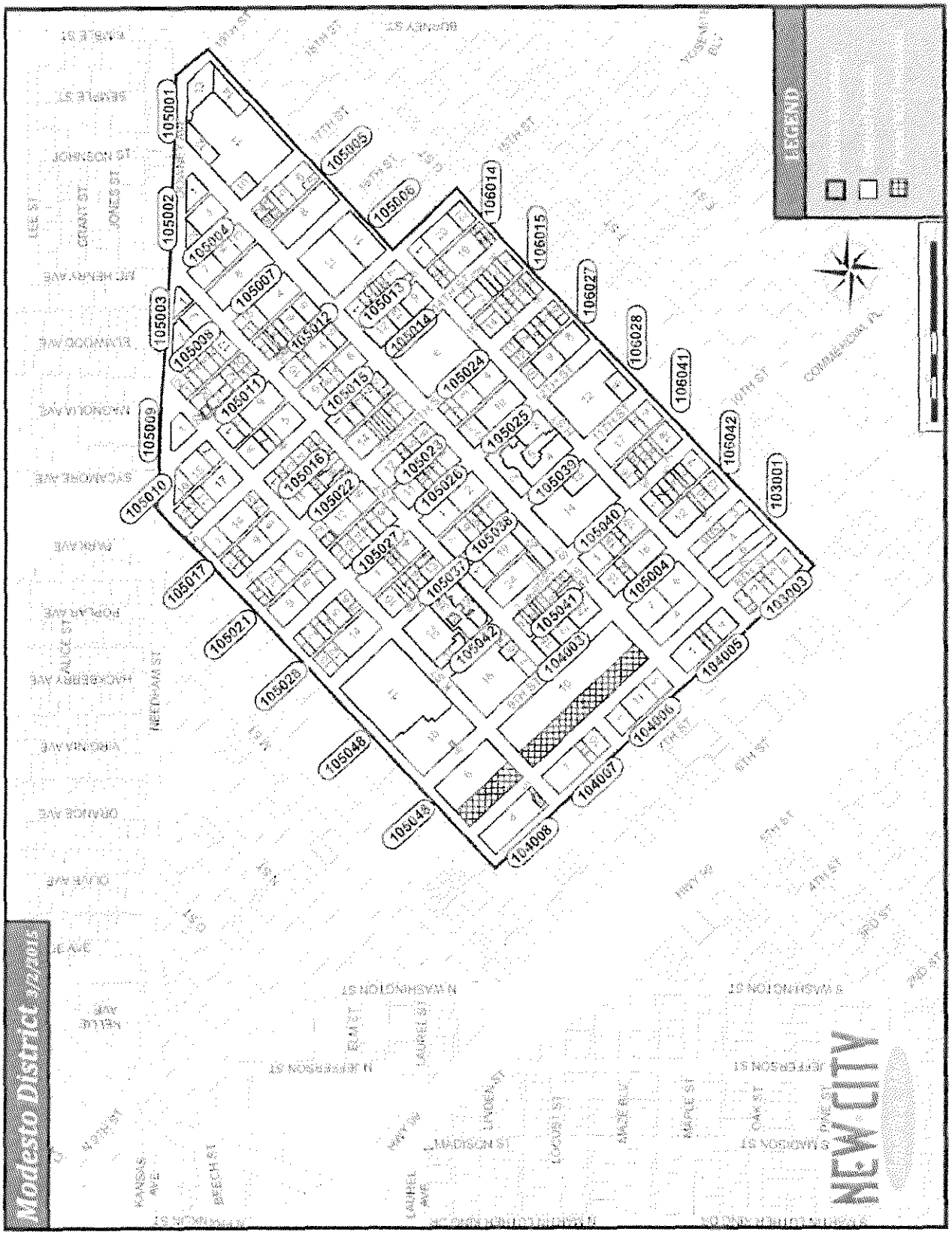
Boundaries: The following text will define the boundaries of the Downtown Modesto CBD.

- **Northwest boundary**: Starting at parcel 104-008-08 at the southeast corner of the intersection of 8th Street and L Street (including all of the parcels on the east side of L Street) and running northeast to the corner of 15th Street and L Street, parcel number 105-010–16;

- **North Boundary:** Starting at parcel 105-010-16 at the southeast corner of the intersection of Needham and L Street and running eastward (including all of the parcels on the south side of Needham) to the parcel 105-001–13 at the southwestern corner of the intersection of 19th Street and Needham Street/Downey Avenue and H Street;

- **Southeastern Boundary**: Starting at parcel 105-001–14 and running southwest to the intersection of 15th Street (including only the parcels on the west side of the street), running one block southeast (including parcels on the south side of 15th Street only) to the parcel at the southwestern corner of the intersection of 15th Street and G Street, and then continuing in a southwesterly direction (including only the parcels on the west side of G Street) and terminating intersection of 8th Street and G Street., ending at parcel 103-003-06.

- **Southwestern Boundary:** Starting at the parcel 103-003–6 at the southwestern corner of 8th Street and G Street, running in a northwesterly direction (to include all of the parcels on the north side of 8th Street) and terminating at the corner of 8th Street and L Street, parcel number 104-008–8.


Modesto District
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ELMWOOD AVE
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Section 3
District Improvement and Activity Plan

Process to Establish the Improvement and Activity Plan/Outreach Efforts:

Since summer of 2014 business and property owners in Downtown Modesto have met to discuss the advantages of creating this downtown special benefits district. An initial survey was sent to every property owner in the proposed CBD area in the summer of 2014 to ascertain their level of conceptual support for the establishment of this assessment district and obtain information regarding the type of enhanced services they were interested in receiving. The survey information was instrumental in determining the services to be delivered by the CBD.

Priority Special Benefit Services – According to the Survey and CBD Steering Committee discussions:

1. *Improving the image of Downtown, the overwhelming majority of survey respondentsbelieved that the image of Downtown Modesto is highly problematic stating that Downtown is "relatively safe, but suffers an image as an unsafe district";*
2. *Responding to the issues that arise from street people, homeless and panhandling issues;*
3. *Supporting property owner marketing and promotions campaign to bring new business and attract new tenants;*
4. *Supporting planting, trimming and maintenance of trees, flowers and shrubs throughout the Downtown area to beautify the community;*
5. *Supporting sidewalk and curb sweeping, and enhanced trash receptacle emptying over and above City services;*
6. *Supporting public relations and social media programs to improve the image of Downtown;*
7. *Supporting property owner funded special events and branding efforts to improve the identity and bringing positive attention to the Downtown*

Numerous public meetings have been held with the Downtown Modesto CBD Steering Committee. Public meeting dates follow:

- August 1st, 2014
- Sept. 3rd, 2014
- October 8th, 2014
- November 19th, 2014
- December 10th, 2014
- January 21st, 2015
- Feb. 11th, 2015
- March 4th.2015
- May 6th, 2015

Marco Li Mandri of New City America also met with Josh Bridegroom of the City Manager's office and many property owners individually, the City Attorney and City staff throughout this process.

Explanation of Special Benefit Services:

All of the improvements and activities detailed below are provided only to properties defined as being within the boundaries of the Downtown Modesto CBD, as the improvements and activities will provide special benefit to the owners of those properties. No improvements or activities will be provided to properties outside the Downtown Modesto CBD boundaries.

The City will continue to provide services from the general fund to the Downtown which will include public safety, street tree trimming, street sweeping, trash collection of public refuse containers, etc. The frequency of these general benefits may change from year to year and time to time based upon budget constraints. However, City general benefits will not be withdrawn from the Downtown Modesto CBD unless they are withdrawn by an equal amount City wide. ***The CBD funded special benefits will not replace City funded general benefits, but rather will provide special benefits to parcel owners over and above the general benefits provided by the City of Modesto.***

All services funded by the assessments outlined in the Management District Plan are intended to directly benefit the property, business owners and residents within this area to support increased commerce, business attraction and retention, retain and increase commercial property rentals, enhanced safety and cleanliness in the CBD, improved district identity, and eventually fund specialized beautification and enhanced services for the condo residential unit parcels within the District.

The total improvement and activity plan budget for FY 2015-16, which is funded entirely by property assessments within the CBD boundaries, is projected to be $ 700,000.00. The costs of providing each of the budget components was developed from actual experience obtained in reviewing these same services in similar districts throughout the State of California.

Based upon the survey of property owners, as well as the discussions held in the eight CBD Steering Committees held since August 2014, the Committee has prioritized the following categories of special benefit services for the new CBD. The categories of special benefit services set forth the intent of the budget category, but also gives the new District Management Corporation the flexibility to allocate the services based upon the changing needs of the District from year-to-year within each budgeted category.

Improvements Activities and Services of the Downtown Modesto CBD Plan:

There will be four basic categories of special benefit services that will be funded within the Downtown Modesto CBD. All of these services are designed to confer a special benefit to the individual parcels within the Downtown Modesto CBD over and above the general benefits they are currently receiving. The categories of special benefits are as follows:

Table 3 - A
First Year Downtown Modesto CBD Special Benefit Service Budget

PROGRAM OR ACTIVITY FUNDED BY THE DOWNTOWN MODESTO COMMUNITY BENEFIT DISTRICT	APPROXIMATE% OF FIRST YEAR ANNUAL BUDGET	ESTIMATED ANNUAL COSTS
Sidewalk Operations, Beautification and Order	61%	$ 425,000.00
District Identity and Streetscape Improvement	21%	$ 150,000.00
Administration/Corporate Operations	14%	$ 97,000.00
Contingency/City and County Fees/Reserves/Special projects	4%	$ 28,000.00
TOTAL	***100%***	***$ 700,000.00****

**The City, individuals, businesses, and groups that contributed to the investigation and formation costs of the Downtown Modesto CBD shall be entitled to be reimbursed within the first five years of the adoption of the CBD by the City Council. Costs that can be recovered include: (1) The costs of preparation of the management plan and engineer's report required by state law; (2) The cost of circulating and submitting the petition to the City Council seeking establishment of the District; (3) The costs of printing, advertising and the giving of published, posted or mailed notices; (4) Compensation of any engineer or attorney employed to render services in proceedings associated with formation of the Downtown Modesto CBD; and (5) Costs associated with any ballot proceedings required by law for approval of the CBD assessment. Contributions to the investigation and formation effort shall be reimbursed fully in the amount contributed upon receipt of appropriate documentation of the contribution to the new management corporation Board of Directors. The total amount to be reimbursed shall not exceed $70,000.*

The following categories of special benefit services shall only be provided to parcels within the District.

SIDEWALK OPERATIONS, BEAUTIFICATION, ORDER:

61%

Examples of these special benefit services and costs may include, but are not limited to:

- Regular sidewalk and gutter sweeping
- Regular sidewalk steam cleaning
- Beautification of the district;
- Enhanced trash emptying (over and above city services)
- Timely graffiti removal, within 24 hours as necessary
- Tree and vegetation maintenance (over and above city services)
- Special events maintenance and set up
- Maintenance of existing and new public spaces
- Hanging plants, planting flowers throughout the district;
- Possible private security and/or camera system

DISTRICT IDENTITY AND STREETSCAPE IMPROVEMENTS:

21%

Examples of these special benefit services and costs may include, but are not limited to:

- Web site development and updating;
- App development;
- Management and coordination of special events
- Social media
- Public relations firm
- Holiday and seasonal decorations
- Branding of Downtown Modesto so a positive image is built
- Banner programs
- Public art displays
- Downtown landmark sign and maintenance
- Logo development
- Public space design and improvements
- Signage

ENHANCED RESIDENTIAL CONDO UNIT IMPROVEMENTS: (currently don't exist) **$ 0**

Examples of these special benefit services and costs may include, but are not limited to:

Future residential condos built within the boundaries of the Downtown Modesto CBD will be assessed separately due to their unique parcel status and special benefit needs in the district. Residential condos blocks will have the following special benefit services conferred on the frontage their parcels. These services in the future will include, but will not be limited to:

- Installation, stocking and upkeep of pet waste distribution stations on the frontages adjacent to the high concentrations of residential condo individually assessed parcels;

- Enhancement and beautification of sidewalks on the frontages adjacent to the high concentrations of residential individually assessed parcels;
- Installation of hanging plants, and enhanced upkeep in the sidewalks surrounding these frontages adjacent to these residential condos;
- Other services requested by the residents that confer special benefit to the areas directly adjacent to the parcels with high concentrations of residential condos;
- Proportional share of the Administrative and Contingency costs to cover the oversight of the Enhanced beautification special benefit services.

ADMINISTRATION AND CORPORATE OPERATIONS: **$ 97,000** **14 %**

Examples of these special benefit services and costs may include, but are not limited to:

- Staff and administrative costs
- Directors and Officers Insurance
- Office related expenses
- Rent
- Financial reporting and accounting
- Legal work

CONTINGENCY/CITY AND COUNTY FEES/RESERVE:

$28,000 **4%**

Examples of these special benefit services and costs include, but are not limited to:

- Delinquencies
- City Fees
- County fees
- Reserves

Fifteen-Year Operating Budget:

A projected fifteen-year operating budget for the Downtown Modesto CBD is provided below. The projections are based upon the following assumptions:

- Assessments will be subject to changes in the Stanislaus County Consumer Price Index (CPI), with annual increases not to exceed 5% per year.
- Increases will be determined by the District Management Corporation and in no case shall annual increases exceed 5% per year.

The budget for specific programs may be reallocated within the categories by up to 10% of each budget category. The Management Corporation Board may alter the budget based upon service needs and such changes shall be included in the Annual report and submitted to the Modesto City Council for review and approval.

Table 3 – B

Fifteen-Year Projection of Maximum Assessment for the Downtown Modesto CBD

	FY1	FY2	FY3	FY4	FY5	FY6	FY7
Sidewalk Operations, Beautification and Order	$425,000.00	$446,250.00	$468,562.50	$491,990.63	$516,590.16	$542,419.66	$569,540.65
District Identity	$150,000.00	$157,500.00	$165,375.00	$173,643.75	$182,325.94	$191,442.23	$201,014.35
Administration	$97,000.00	$101,850.00	$106,942.50	$112,289.63	$117,904.11	$123,799.31	$129,989.28
Contingency	$28,000.00	$29,400.00	$30,870.00	$32,413.50	$34,034.18	$35,735.88	$37,522.68
Total	**$700,000.00**	**$735,000.00**	**$771,750.00**	**$810,337.50**	**$850,854.38**	**$893,397.09**	**$938,066.95**

	FY8	FY9	FY10	FY11	FY12	FY13	FY14	FY15
Sidewalk Operations, Beautification and Order	$598,017.68	$627,918.56	$659,314.49	$692,280.22	$726,894.23	$763,238.94	$801,400.89	$803,308.98
District Identity	$211,065.06	$221,618.32	$232,699.23	$244,334.19	$256,550.90	$269,378.45	$282,847.37	$283,520.82
Administration	$136,488.74	$143,313.18	$150,478.84	$158,002.78	$165,902.92	$174,198.06	$182,907.97	$183,343.46
Contingency	$39,398.81	$41,368.75	$43,437.19	$45,609.05	$47,889.50	$50,283.98	$52,798.18	$52,923.89
Total	**$984,970.30**	**$1,034,218.81**	**$1,085,929.75**	**$1,140,226.24**	**$1,197,237.55**	**$1,257,099.43**	**$1,319,954.40**	**$1,323,097.15**

Notes:

- Assumes a 5% yearly increase on all budget items.
- Any accrued interest or delinquent payments will be expended in the above categories.
- Residential condo assessments are zero for the first year, and to be determined when the first residential condos are actually built in Downtown

Section 4
Assessment Methodology

The Downtown Modesto CBD is a property-based special benefit assessment district being established pursuant to the Modesto Community Benefit District enabling ordinance adopted in April 2015 by the Modesto City Council. Due to the special benefit nature of assessments levied within a CBD, program costs are to be distributed amongst all identified specially benefited properties based on the proportional amount of special program benefit each property is expected to derive from the assessments collected.

The ordinance refers to the requirement that relative "benefit" received from CBD funded programs and activities be used to determine the amount of assessment paid. Only those properties expected to derive special benefits from CBD funded programs and activities may be assessed and only in an amount proportional to the relative special benefits expected to be received.

As stipulated by Proposition 218, assessment district programs and activities confer a combination of general and special benefits to properties, but the only program benefits that can be assessed are those that provide special benefit to the assessed properties. Special Benefit" as defined by the California State Constitution means *"a particular and distinct benefit over and above general benefits conferred on real property located in the District or to the public at large".* For the purposes of this analysis, "General Benefits" are benefits from the provided within Downtown Modesto that are not special in nature, are not "particular and distinct" and are not over and above the benefits that other city parcels receive.

General benefits are not restricted to benefits conferred only on persons and property outside the assessment district, but can include benefits both conferred on real property located in the district or to the public at large. "At large" means not limited to any particular person – and means all members of the public - including those who live, work, and shop within the district - and not simply transient visitors.

The property uses within the boundaries of the proposed Downtown Modesto CBD which will receive special benefits from CBD funded programs and services, are currently a mix of retail, service, office, religious, residential and parking. Services, programs and improvements provided by the Downtown Modesto CBD are primarily designed to provide special benefits to identified parcels within the boundaries of the District.

There are five basic categories of special benefit services that will be funded by the Downtown Modesto CBD. All of these services will confer a special benefit to the individual parcels within the Downtown Modesto CBD. The categories of special benefits are as follows:

1. ***Sidewalk Operations, Beautification and Order (SOBO):*** This include, but are not limited to: all sidewalk and gutter cleaning services, sidewalk steam cleaning services, graffiti removal, trash removal, as well and beautifying the district. This category of the budget will be allocated $ 425,000 or 61 % of the first year budget to fund its services.

2. ***District Identity and Streetscape Improvement (DISI)*:** These services include, but are not limited to: the branding of the commercial and residential parcels Downtown including: marketing and promotions, newsletter, public relations, media relations, social media, publicity, special events, lighting, website development and maintenance, public space develop and holiday decorations. This category of the budget will be allocated $ 150,000 or 21% of the budget to fund these services.

3. ***Enhanced Residential Condo Services:***
   Future residential condos built within the boundaries of the Downtown Modesto CBD will be assessed separately due to their unique parcel status and special benefit needs in the district. Residential condos blocks will have the premium special benefits conferred on their parcels but will also have extra residentially related services provided.

4. ***Administration/Management Services***: This category of the budget will be allocated $97,000 during the first year, or 14 % of the first year budget.

5. ***Contingency/Reserve.*** This contingency anticipates a non-payment rate percentage of 2 to 5%, and any City or County collection fees. This category of the budget will be allocated $ 28,000.00 or approximately 4% of the first year annual budget of the new Downtown Modesto CBD.

Parcels that receive these programs, services and improvements attract more customers, employees, tenants and investors as a result of these programs, services and improvements, thereby increasing business volumes, sales transactions, occupancies, rental income and return on investments and for future residents, make this Downtown more walkable, attractive and livable. These benefits are particular and distinct in that they are not provided to non-assessed parcels within or outside of the District. Because these programs, services and improvements will only be provided to each individual assessed parcel within the Downtown Modesto CBD boundaries, these programs, services and improvements will constitute "special benefits".

Existing City of Modesto services will not be replaced or duplicated, by Downtown Modesto CBD funded services. The very nature of the purpose of this District is to fund supplemental programs, improvements and services within the Downtown boundaries above and beyond what is being currently funded either via normal tax supported methods or other funding sources. All benefits derived from the assessments to be levied on parcels within the Downtown CBD are for services, programs and improvements directly benefiting each individual parcel within this area and support increased cleanliness, commerce, business attraction and retention, increased commercial property rental income and improved District

identity. No CBD funded services, activities or programs will be provided beyond the CBD boundaries.

While every attempt is made to provide CBD services and programs to confer benefits only to those identified assessed parcels within the district, the California State Constitution was amended via Proposition 218 to stipulate that general benefits exist, either by design or unintentionally, in all assessment districts and that a portion of the program costs must be considered attributable to general benefits and assigned a value. General benefits cannot be funded by assessment revenues. General benefits might be conferred on parcels within the District, or "spillover" onto parcels surrounding the District, or to the public at large who might be passing through the District with no intention of transacting business or residing within the District or interest in the District itself. Empirical assessment engineering analysis throughout California has found that general benefits within a given similar special benefits districts tend to range from 1-5% of the total costs. There are three methods that have been used by the Downtown CBD Assessment Engineer for determining general and special benefit values within assessment districts:

(1) The parcel by parcel allocation method
(2) The program/activity line item allocation method, and
(3) The composite district overlay determinant method.

A majority of PCBDs and CBDs in California for which this Assessment Engineer has provided assessment engineering services since the enactment of Proposition 218, have used Method #3, the composite district overlay determinant method which will be used for this CBD. This method of computing the value of general benefit involves a composite of three distinct types of general benefit – general benefit to assessed parcels within the District, general benefit to the public at large within the District and general benefit to parcels outside the District.

Downtown Modesto CBD Programs and Improvements

The total special and general benefit program activities and budget allocations that will be provided to each individual parcel assessed in the proposed Downtown Modesto CBD are shown in the chart below:

Total Year 1 – 2016 - Special + General Benefit Revenue

Service	YR 1 - 2016 Assessment Allocation	YR 1 - 2016 Non-Assessment Allocation	YR 1 - 2016 Total Allocation	% of Total
Sidewalk Operations	$ 425,000	$ 8,673	$ 433,673	61 %
District Identity	$ 150,000	$ 3,061	$ 153,061	21%
Administration	$ 97,000	$ 1,981	$ 98,981	14%
Contingency/Reserves	$ 28,000	$ 571	$ 28,571	4%
Total	**$700,000.00**	**$ 14,286**	**$ 714,286.00**	**100%**

All program costs associated with general benefits will be derived from sources or credits other than CBD assessments. Sample "other" revenue sources can be derived from special events, grants, volunteer hours and must simply equal a total of $ 14,286 per year which would equal the general benefit cost of 2% of the computed total CBD cost of $ 714,286.00 from the Table above. Here, program costs spreading variables include linear frontage, lot or parcel size and building square footage, and residential condo parcels. The following data represents the foundation of the assessments that will generate the revenue to fund the Downtown Modesto CBD: (verified as of April 5th, 2015);

Benefit Zones:

State law and the State constitution, Article XIIID require that special assessments be levied according to the special benefit each individual parcel receives. There is only one benefit zone in the proposed Downtown Modesto CBD.

Data in the CBD:

Building Square Footage	*Lot Size (square feet)*	*Linear Frontage*
2,632,178	**5,070,262**	**59,911**

Assessment District Revenue Generation in Fiscal Year 2016 from each assessable property variable:

Linear Frontage	$ 425,000	61%
Building Square Footage:	$ 150,000	21%
Lot Square Footage:	$ 125,000	18%
Residential Condos Unit Square Footage:	$0	0%
Total:	**$ 700,000.00**	**100%**

First Year Annual Costs:

The Downtown Modesto CBD FY 2016 year annual assessments per property variable are as follows:

Property Variable	*First Year Annual Costs*
Linear Frontage	$ 7.0938 per linear foot/year
Building Square Footage	$ 0.056987 per square foot/year
Lot Size	$0.024654 per square foot/year
Residential Condominiums	$0.20 per square foot

Proportional Allocation of Assessments to Benefiting Property Owners
Generation of assessments which fund categories of special benefit services.

Program	***Funded by Property Variable Assessment***	***Approximate Amount First Year Budget - %***
Sidewalk Operations, Beautification and Order *sidewalk and gutter cleaning, landscaping, steam cleaning, public space maintenance*	Funded by approximately 100% of the linear frontage assessments *Residential Condo assessments will pay for services in the same proportion as allocated in the budget*	$ 425,000 – 61% (the Board decides how this amount will be allocated month by month, prioritizing services and proportionally allocating per benefit zones based upon payments made)
District Identity and Streetscape Improvements *(Marketing, promotions, website, social media, events, business attraction, public space design)*	Funded by approximately 100% of the building square footage *Residential Condo assessments will pay for services in the same proportion as allocated in the budget*	$ 150,000 – 21%
Administration/ Corporate Operations Administration, outreach to public agencies, community relations, office rent, supplies, insurance, legal	Funded by Lot Size assessments *Residential Condo assessments will pay for services in the same proportion as allocated in the budget*	$ 97,000 – 14 %
Contingency	Funded by Lot size assessments *Residential Condo assessments will pay for services in the same proportion as allocated in the budget*	$ 28,000 4 %
Total for all Special Benefit Services		***$ 700,000.00***

Linear Frontage Defined:
Individual parcels will be assessed for all sides of each parcel fronting on a public street. Alley frontage is not assessed. Each side of the parcel (excluding alley areas) will receive Sidewalk Operations special benefit services based upon the frequency of services articulated in this plan, linear front footage data was obtained from the County Assessor's parcel maps.

Building Square Footage Defined:
Building square footage is defined as gross building square footage throughout the Downtown Modesto CBD. The percentage of building square footage that is dedicated to private or internal tenant parking needs may be deducted from the gross building square footage. Only parking structures that are open to the public and charge fees to the general public on a regular basis will have their building square footage assessed as any other commercial building. Apartment buildings within the boundaries of the Downtown Modesto CBD will be assessed as commercial buildings since there is a landlord/tenant relationship in that property. Under this plan, City, County, Successor Agency and County Education owned parcels will pay assessments on their linear frontage and lot size, but will be exempted from assessments on building square footage since they will not derive special benefit from the District Identity services outlined in Section 3, page 15.

Lot Square Footage Defined:
Lot square footage is defined as the total amount of area within the borders of the parcel. The lot square footage of a parcel has been verified by the County Assessor's parcel maps.

Commercial Condominium Parcels Defined:
Ground floor commercial condominiums will be treated as independent "mini" commercial buildings and assessed based on their actual building square footage, the footprint of land they cover or lot size of the commercial condo, and the amount of direct primary street frontage on the exterior of the building. Ground floor commercial condominiums will pay 100% of the special benefits for the assessment, based upon which benefit zone they are within.

Future Residential Condo Unit Parcels Defined:
Future residential condo units building square footage is defined as the livable building square footage within the walls of the condo residential unit parcel. They are included in a special zone to designate their unique special benefits relative to the other commercial parcels within the Downtown Modesto CBD. Unlike the other commercial parcels in the district, including commercially operated apartment buildings, residential condo parcels are assessed for building square footage only, and are not assessed for linear frontage and lot square footage.

Future residential condo individually assessed parcels are assessed as a separate category. These future residential condo individual parcels will be assessed *for their building square footage only at the rate of* $0.20 per square foot per year, commencing the first year of their completion. The rationale for assessing future residential condos only for the building square footage rate is provided below.

Future residential condo individually assessed parcels are assessed differently than multi-unit, for-rent apartment buildings, due to the frequency of special benefit services required by each parcel as described below. The multi-unit apartment buildings are commercial properties in which the tenant and landlord have an economic relationship as opposed to residential condo buildings where individual property owners own separate "air space parcels" on a single floor. Future residential apartment buildings can be bought or sold just as like commercial buildings whereas residential condo individual units are separately owned and must be individually bought and sold.

Distinctions between residential apartment buildings with tenants and residential condominium building with individual parcel owners are as follows:

1. *The Davis Sterling Act establishes rules and regulations for residential condo owners based upon "separate interests" (i.e. ownership rights), as opposed to renters who only have a possessory interest.*
2. *Generally, residential condo unit owners demonstrate greater care for their property and concerns about quality of life issues due to their investment in real estate.*
3. *Residential owners and have the right to vote in a Proposition 218 hearing, tenants do not have that right.*
4. *Residential condo owners are required to contribute to a legally established Homeowners Associations to oversee building maintenance, tenants are not.;*

The assessment methodology has been written to confer special benefits to future residential condo individual assessed parcels since future residential condo owners have unique investment backed expectations about the care and maintenance of the building and its surroundings compared to the interest of residential tenants who have a possessory not an ownership interest. The future residential condos' special assessment methodology ensures that a fund will be established to maintain high levels of special benefit services that apply directly and proportional to the blocks that demand virtually seven days per week, 365 days per year special benefits.

Exemptions:

No benefitting parcels, regardless of taxable or tax-exempt property tax status, will be exempt from the assessments funding the special benefit services of the Downtown Modesto CBD. Special benefit services will not be provided to any parcels outside of the boundaries of the district. Publicly owned property will be assessed the same as privately owned parcels except that the County, County School District and City parcels shall not pay for District Identity services funded by their building square footage assessments. The County, County School District and City parcels will not derive the benefits of increased rents, business attraction or redevelopment potential from such special benefit services. We believe that this analysis is consistent with the "proportional benefit requirements outlined in Article XIII of the state constitution.

Single family residential land uses, in the form of single family homes on independent parcels, within the boundaries of the CBD are included in the District, however will be assessed only for the services they receive on their frontage or until such time that the single family land uses are converted to multi-family or commercial/retail uses.

Calculation of Assessments:

The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the improvement or the maintenance and operation expenses of an improvement or for the cost of property service being provided. Per California Constitutional Amendment Article XIII D, Section 2(i), "Special Benefit", means a particular and distinct benefit over and above general benefits conferred on a real property located in the district or to the public at large. No assessment will be imposed on any parcel that exceeds the reasonable cost of the proportional special benefits conferred upon that parcel. Only special benefits are assessable and these benefits must be separated from any general benefits. Properties are assessed as defined on the County Assessor's most current parcel maps. The preceding methodology is applied to the database of parcels within the District. The process for compiling the property database includes the following steps:

- A report was generated from data obtained from the Stanislaus County Tax Assessors office.
- A list of properties to be included within the CBD is provided in Section 7.

Parcel Assessment –

The annual assessment method to calculate all parcels and ground floor commercial condominiums for Benefit Zone 1 will be:

Total Street Frontage X $ 7.0938 per linear foot
+
Total Lot Square Footage X $0.024654 per square foot
+
Total Building Square footage X $0.056987 per square foot
=
TOTAL PARCEL ASSESSMENT

Residential Condo Assessment:

The annual assessment method for a residential condo once they are built, regardless of Benefit Zone will be:

Total Residential Unit Building Square footage X $0.20 per Square Foot
=
TOTAL RESIDENTIAL CONDO UNIT ASSESSMENT

Repayment of Formation Costs:

The City, individuals, businesses, and groups that contributed to the investigation and formation costs of the Downtown Modesto CBD shall be entitled to be reimbursed within the first five years of the adoption of the CBD by the City Council. Costs that can be recovered include: (1) The costs of preparation of the management plan and engineer's report required by state law; (2) The cost of circulating and submitting the petition to the City Council seeking establishment of the District; (3) The costs of printing, advertising and the giving of published, posted or mailed notices; (4) Compensation of any engineer or attorney employed to render services in proceedings associated with formation of the Downtown Modesto CBD; and (5) Costs associated with any ballot proceedings required by law for approval of the CBD assessment. Contributions to the investigation and formation effort shall be reimbursed fully in the amount contributed upon receipt of appropriate documentation of the contribution to the new management corporation Board of Directors. The total amount to be reimbursed shall not exceed $70,000.

Future Development:

As a result of continued new development, the Downtown Modesto CBD will experience the addition or subtraction of assessable commercial buildings or the conversion of empty parcels into new commercial and residential or buildings and units. The Management District 2016 Plan assessment methodology will accommodate any and all changes anticipated within the term of the District with annual adjustments being submitted to the City, as these assessment calculation and property variable alterations occur.

Maximum Assessment:

Assessments will be subject to changes in the Stanislaus County Consumer Price Index (CPI), for all urban consumers, annual increases not to exceed 5% per year. Increases will be determined by the CBD District Management Corporation and will vary between 0% and 5% in any given year. The maximum the assessments can be increased is 5% over the previous fiscal year's base assessments. Not implementing the increase for one year does not give the District Management Corporation the authority to accumulate increases above 5% within any given fiscal year. The following projections illustrate a potential 5% annual increase.

Table
Maximum Assessments by Property Variable

Projected Assessment	FY1	FY2	FY3	FY4	FY5
Linear Frontage	$ 7.0938	$ 7.4485	$ 7.8209	$ 8.2120	$ 8.6226
Building Sq. Ft.	$ 0.056987	$ 0.059836	$ 0.062828	$ 0.065970	$ 0.069268
Lot Square Footage	$ 0.024654	$ 0.025887	$ 0.027181	$ 0.028540	$ 0.029967
Condo Bldg. Sq. Ft.	$ 0.20000	$ 0.21000	$ 0.22050	$ 0.23153	$ 0.24310

Projected Assessment	FY6	FY7	FY8	FY9	FY10
Linear Frontage	$ 9.0537	$ 9.5064	$ 9.9817	$ 10.4808	$ 11.0048
Building Sq. Ft.	$ 0.072731	$ 0.076368	$ 0.080186	$ 0.084196	$ 0.088406
Lot Square Footage	$ 0.031465	$ 0.033039	$ 0.034691	$ 0.036425	$ 0.038246
Condo Bldg. Sq. Ft.	$ 0.25526	$ 0.26802	$ 0.28142	$ 0.29549	$ 0.31027

Projected Assessment	FY11	FY12	FY13	FY14	FY15
Linear Frontage	$ 11.5551	$ 12.1328	$ 12.7394	$ 13.3764	$ 14.0452
Building Sq. Ft.	$ 0.092826	$ 0.097467	$ 0.102340	$ 0.107457	$ 0.112830
Lot Square Footage	$ 0.040159	$ 0.042167	$ 0.044275	$ 0.046489	$ 0.048813
Condo Bldg. Sq. Ft.	$ 0.32578	$ 0.34207	$ 0.35917	$ 0.37713	$ 0.39599

Budget Adjustments:

Annual budget surpluses, if any, will be rolled into the following year's budget. Assessments will be set annually, within the constraints of the CPI or land use changes. Revenues from the delinquent accounts may be expended in the year they are received. If the District is not renewed, any remaining funds will be returned to property owners in the proportion by what each property owner paid.

If after the initial term the District decides to renew and if there is money left over from the previous term, the balance of remaining funds will be rolled over into the renewed district. These "rolled over" funds may only be used within the boundaries of the renewed district and cannot be expended for activities, services, or improvements in an area expanded beyond the original District. However, the rolled over funds may be used to finish District Management Corporation activities in the original district.

Time and Manner for Collecting Assessments:

The Downtown Modesto CBD assessments will appear as a separate line item on annual property tax bills prepared by the County of Stanislaus. The assessments shall be collected at the same time and in the same manner as for the ad valorem property tax paid to the County of Stanislaus. These assessments shall provide for the same lien priority and penalties for delinquent payment as is provided for the ad valorem property tax.

Any delinquent assessments owed for the first year will be added to the property tax roll for the following year together with any applicable interest and penalties. The "property owner" means any person shown as the owner/taxpayer on the last equalized assessment roll or otherwise known to be the owner/taxpayer by the City.

Disestablishment:

California State Law, Section 36670 provides for the disestablishment of a District. Provisions for annual disestablishment of the CBD are provided for in Article 13 of the local Modesto CBD ordinance. Property owners dissatisfied with the results, management or quality of the services

may petition the City Council to disestablish the CBD, in the same method in which they petitioned the City Council to establish the District.

Section 36670 states:

> *(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention."*

Unexpended surplus funds will be returned to property owners based upon each parcels percentage contribution to the previous fiscal year's assessments if the District is not renewed.

Upon the termination of the previous District, any remaining revenues shall be transferred to the renewed District, if one is established, pursuant to Streets and Highways Code Section 36660(b). Unexpended surplus funds will be returned to property owners based upon each parcels percentage contribution to the previous fiscal year's assessments if the District is not renewed.

Government Assessments:

The Downtown Modesto CBD Management Plan assumes that the City of Modesto, the Successor Agency and other government entities will pay assessments for the public property within the boundaries of the District as per the methodology within this plan. Article XIII D, Section 4 of the California Constitution was added in November of 1996 to provide for these payments.

Parcels owned by the City of Modesto, Stanislaus County, the County School District, the Successor Agency, the State of California shall receive benefits, commensurate with the sidewalk operations administration and contingency assessments paid into the Downtown Modesto CBD. The publicly owned parcels are presumed to benefit equally to the privately owned parcels for the special benefits provided.

Table

Government Owned Parcels in the Downtown Modesto CBD

APN	Legal Owner	Site #	Site Street	Annual Assessment	Percent
104 003 010 000	City Of Modesto	1029	9th St	$13,000.25	1.86%
104 008 005 000	City Of Modesto		K St	$ 482.57	0.07%
104 008 009 000	City Of Modesto		8th St	$ 637.23	0.09%
105 002 001 000	City Of Modesto		Downey Ave	$ 3,108.11	0.44%

105 002 002 000	City Of Modesto		Downey Ave	$ 2,134.49	0.30%
105 006 011 000	City Of Modesto		H St	$ 5,473.63	0.78%
105 007 005 000	City Of Modesto	906	15th St	$ 2,047.67	0.29%
105 007 006 000	City Of Modesto	906	15th St	$ 1,054.54	0.15%
105 012 005 000	City Of Modesto	1421	I St	$ 1,782.90	0.25%
105 013 012 000	City Of Modesto	1402	I St	$ 2,540.66	0.36%
105 038 019 000	City Of Modesto		11th St	$ 2,106.06	0.30%
105 038 022 000	City Of Modesto		10th St	$ 295.27	0.04%
105 040 015 000	City Of Modesto		I St	$ 2,306.27	0.33%
105 041 006 000	City Of Modesto		10th St	$ 138.67	0.02%
105 048 006 000	City Of Modesto	1125	9th St	$ 7,088.48	1.01%
106 042 013 000	City Of Modesto	911	G St	$ 2,046.16	0.29%
			TOTAL	$46,242.97	6.61%
105 037 035 000	City-County Cap Imp Fin Agency		10th St	$ 5,593.57	0.80%
105 006 012 000	County of Stanislaus	1500	I St	$ 7,262.75	1.04%
105 024 010 000	County of Stanislaus	820	12th St	$ 3,905.18	0.56%
105 024 014 000	County of Stanislaus	832	12th St #3rd	$ 2,265.58	0.32%
105 024 015 000	County of Stanislaus	832	12th St #4th	$ -	0.00%
105 024 016 000	County of Stanislaus	832	12th St #5th	$ -	0.00%
105 025 002 000	County of Stanislaus	1100	I St	$ 4,925.01	0.70%
105 025 003 000	County of Stanislaus	1100	I St	$ 2,925.59	0.42%
105 038 023 000	County of Stanislaus	1021	I St	$ 3,724.91	0.53%
105 039 013 000	County of Stanislaus		11th St	$ 2,640.34	0.38%
105 039 014 000	County of Stanislaus		10th St	$10,210.60	1.46%
			TOTAL	$37,859.96	5.41%
105 037 032 000	Redev Agency City Of Modesto		11th St	$ 4,405.95	0.63%
105 037 033 000	Redev Agency City Of Modesto	1010	10th St	$ 75.17	0.01%
105 037 034 000	Redev Agency City Of Modesto		10th St	$ 597.71	0.09%
105 041 021 000	Redev Agency City Of Modesto		9th St	$ 1,426.55	0.20%
105 048 008 000	Redev Agency City Of Modesto		9th St	$ 155.89	0.02%
105 048 011 000	Redev Agency City Of Modesto	1125	11th St	$13,774.62	1.97%
106 042 001 000	Redev Agency City Of Modesto	777	10th St	$ 1,782.90	0.25%
106 042 002 000	Redev Agency City Of Modesto		10th St	$ 524.73	0.07%
106 042 003 000	Redev Agency City Of Modesto		10th St	$ 526.95	0.08%
106 042 004 000	Redev Agency City Of Modesto		10th St	$ 528.94	0.08%
			TOTAL	$23,799.40	3.40%

Section 5

District Rules and Regulations and Governance

There are no specific rules and regulations prescribed for the proposed Downtown Modesto Community Benefit District Management Corporation except that it will adhere to the open meeting provisions of the Ralph M. Brown Act and will seek to be as open and transparent to the CBD assessees and the public at large as is reasonably possible.

Pursuant to the City of Modesto Community Benefit District Ordinance and Section 36600 of the California Streets and Highway Code, a District Management Corporation or Owners' Association, will review District budgets and policies annually within the limitations of the Management District Plan. The Management Corporation will file Annual Reports with the City of Modesto and will oversee the day-to-day implementation of services as defined in the Management District Plan. Section 36614.5 states:

> *"The "Owners' association" means a private nonprofit entity that is under contract with a city to administer or implement activities and improvements specified in the management district plan. An owners' association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners' association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose."*

Bonds:
The District will not issue any bonds related to any program.

Section 6
Implementation Timetable

The Downtown Modesto CBD is expected to be established and begin assessing benefiting parcels as of fiscal year 15-16. Due to the timing of revenue collection and need to establish the owners' association or District Management Corporation, implementation of the Management District Plan and the delivery of services is scheduled to commence in or around December 1st, 2015. Consistent with the local enabling ordinance, the Downtown Modesto CBD will have a fifteen-year term through December 1st, 2030 with operations winding down by November 30, 2030 unless renewed by Downtown property owners at that time.

Section 7
Assessment Roll of Properties Included

APN	Annual Assessment
103 001 002 000	$749.39
103 001 003 000	$2,031.74
103 001 004 000	$5,358.40
103 001 006 000	$1,561.53
103 001 007 000	$3,838.14
103 001 009 000	$1,750.98
103 003 001 000	$478.78
103 003 002 000	$1,492.85
103 003 003 000	$1,850.85
103 003 004 000	$925.44
103 003 005 000	$917.87
103 003 006 000	$2,223.96
104 003 010 000	$13,000.25
104 004 004 000	$5,580.46
104 004 006 000	$4,229.95
104 004 007 000	$3,529.08
104 005 001 000	$4,246.81
104 005 002 000	$394.76
104 005 003 000	$879.85
104 005 004 000	$3,282.77
104 006 001 000	$2,464.10
104 006 005 000	$2,436.86
104 006 011 000	$2,477.95
104 007 001 000	$4,491.81
104 007 010 000	$2,445.07
104 007 011 000	$524.88
104 008 005 000	$482.57
104 008 008 000	$5,341.58
104 008 009 000	$637.23
105 001 010 000	$2,369.83
105 001 011 000	$12,253.60
105 001 012 000	$2,604.51
105 001 013 000	$4,568.41
105 001 014 000	$3,251.34
105 002 001 000	$3,108.11
105 002 002 000	$2,134.49
105 002 003 000	$3,099.20
105 003 001 000	$2,824.10
105 003 002 000	$3,184.18
105 003 007 000	$3,184.85
105 004 003 000	$2,577.17
105 004 006 000	$1,648.25
105 004 007 000	$3,001.33
105 004 008 000	$10,521.46
105 005 002 000	$1,233.04
105 005 003 000	$593.59
105 005 004 000	$391.34
105 005 005 000	$943.77
105 005 006 000	$2,799.07
105 005 007 000	$617.21
105 005 008 000	$6,204.41
105 005 009 000	$624.61
105 005 010 000	$75.17
105 006 011 000	$5,473.63
105 006 012 000	$7,262.75
105 007 001 000	$749.55
105 007 004 000	$4,960.00
105 007 005 000	$2,047.67
105 007 006 000	$1,054.54
105 007 007 000	$813.46
105 007 008 000	$724.22
105 007 009 000	$212.90
105 007 010 000	$546.27
105 007 011 000	$2,067.48
105 007 015 000	$2,387.33
105 008 001 000	$723.68
105 008 002 000	$1,191.01
105 008 003 000	$645.75
105 008 004 000	$816.10
105 008 005 000	$824.94
105 008 006 000	$469.56
105 008 010 000	$1,320.79
105 008 011 000	$1,753.90
105 008 012 000	$933.38
105 008 017 000	$2,596.66
105 008 020 000	$3,082.70
105 008 021 000	$1,103.98
105 008 022 000	$293.65
105 009 001 000	$4,793.40
105 010 007 000	$2,070.80
105 010 011 000	$1,034.24

105 010 012 000	$760.65
105 010 013 000	$1,899.67
105 010 015 000	$1,840.07
105 010 016 000	$2,012.27
105 010 017 000	$4,349.49
105 011 001 000	$2,335.65
105 011 002 000	$590.56
105 011 005 000	$3,833.23
105 011 006 000	$615.72
105 011 007 000	$726.20
105 011 008 000	$3,060.29
105 011 009 000	$4,599.97
105 012 003 000	$630.02
105 012 004 000	$2,281.64
105 012 005 000	$1,782.90
105 012 006 000	$3,109.51
105 012 007 000	$751.29
105 012 008 000	$803.76
105 012 009 000	$2,733.65
105 012 010 000	$3,091.57
105 013 001 000	$2,619.00
105 013 002 000	$676.70
105 013 003 000	$606.09
105 013 004 000	$320.21
105 013 005 000	$339.79
105 013 006 000	$460.58
105 013 007 000	$2,330.56
105 013 008 000	$391.14
105 013 009 000	$3,266.34
105 013 012 000	$2,540.66
105 013 013 000	$1,387.55
105 014 006 000	$20,878.86
105 015 001 000	$2,176.27
105 015 002 000	$789.77
105 015 003 000	$1,092.71
105 015 004 000	$1,096.13
105 015 005 000	$1,493.01
105 015 006 000	$583.83
105 015 007 000	$2,034.78
105 015 008 000	$754.48
105 015 009 000	$385.79
105 015 010 000	$384.36
105 015 011 000	$405.73
105 015 012 000	$418.27
105 015 013 000	$422.83
105 015 014 000	$3,078.28
105 016 001 000	$2,150.35
105 016 002 000	$693.90
105 016 003 000	$1,074.70
105 016 004 000	$1,442.25
105 016 005 000	$526.53
105 016 006 000	$2,046.22
105 016 007 000	$881.10
105 016 008 000	$1,079.07
105 016 009 000	$1,819.84
105 016 010 000	$912.62
105 016 011 000	$4,843.67
105 017 001 000	$2,183.03
105 017 006 000	$1,313.32
105 017 007 000	$842.87
105 017 008 000	$2,951.79
105 017 009 000	$3,206.03
105 017 010 000	$590.35
105 017 011 000	$1,985.20
105 017 014 000	$2,684.15
105 021 001 000	$466.58
105 021 002 000	$1,391.64
105 021 005 000	$1,003.07
105 021 006 000	$2,626.77
105 021 007 000	$2,335.22
105 021 008 000	$1,659.24
105 021 009 000	$4,149.07
105 021 011 000	$503.78
105 021 012 000	$974.81
105 022 001 000	$716.95
105 022 002 000	$1,766.91
105 022 005 000	$2,568.66
105 022 006 000	$2,534.44
105 022 007 000	$802.48
105 022 008 000	$999.52
105 022 011 000	$1,826.39
105 022 012 000	$1,992.18
105 022 013 000	$789.99
105 022 014 000	$792.78
105 023 004 000	$663.30
105 023 005 000	$992.76
105 023 006 000	$2,225.67
105 023 007 000	$2,757.02
105 023 008 000	$875.23
105 023 009 000	$526.53
105 023 010 000	$965.84
105 023 011 000	$4,017.85
105 023 012 000	$3,373.46
105 024 001 000	$2,845.86
105 024 002 000	$540.21
105 024 003 000	$1,829.64

105 024 004 000	$3,098.10
105 024 010 000	$3,905.18
105 024 012 000	$3,122.15
105 024 013 000	$837.59
105 024 014 000	$2,265.58
105 024 015 000	$0.00
105 024 016 000	$0.00
105 024 017 000	$834.06
105 025 002 000	$4,925.01
105 025 003 000	$2,925.59
105 025 004 000	$4,345.76
105 025 005 000	$656.38
105 026 001 000	$3,615.82
105 026 002 000	$3,103.41
105 026 003 000	$3,713.55
105 026 004 000	$1,540.90
105 026 005 000	$1,179.60
105 026 006 000	$1,182.12
105 026 007 000	$5,810.88
105 027 001 000	$3,999.64
105 027 002 000	$661.92
105 027 003 000	$391.34
105 027 004 000	$2,757.29
105 027 005 000	$979.76
105 027 009 000	$446.23
105 027 010 000	$2,861.62
105 027 011 000	$526.53
105 027 012 000	$467.72
105 027 013 000	$2,377.23
105 027 014 000	$2,656.36
105 028 001 000	$1,621.54
105 028 002 000	$1,371.54
105 028 003 000	$741.94
105 028 004 000	$526.53
105 028 005 000	$1,053.03
105 028 006 000	$1,399.84
105 028 007 000	$579.20
105 028 012 000	$1,121.20
105 028 013 000	$2,074.67
105 028 014 000	$4,131.48
105 037 031 000	$4,202.10
105 037 032 000	$4,405.95
105 037 033 000	$75.17
105 037 034 000	$597.71
105 037 035 000	$5,593.57
105 038 001 000	$4,212.24
105 038 019 000	$2,106.06
105 038 021 000	$422.87
105 038 022 000	$295.27
105 038 023 000	$3,724.91
105 038 024 000	$5,814.71
105 039 013 000	$2,640.34
105 039 014 000	$10,210.60
105 040 001 000	$3,303.09
105 040 014 000	$775.70
105 040 015 000	$2,306.27
105 040 016 000	$3,720.76
105 040 017 000	$411.27
105 040 018 000	$2,129.49
105 040 019 000	$8,462.03
105 041 001 000	$2,317.48
105 041 002 000	$918.98
105 041 003 000	$365.89
105 041 004 000	$861.63
105 041 005 000	$673.54
105 041 006 000	$138.67
105 041 007 000	$1,681.13
105 041 008 000	$2.56
105 041 015 000	$2,505.37
105 041 016 000	$1,324.35
105 041 017 000	$718.45
105 041 018 000	$1,737.98
105 041 019 000	$333.77
105 041 021 000	$1,426.55
105 041 022 000	$2,842.03
105 042 005 000	$1,848.24
105 042 006 000	$2,246.24
105 042 007 000	$2,168.33
105 042 016 000	$14,275.95
105 048 006 000	$7,088.48
105 048 008 000	$155.89
105 048 010 000	$23,128.23
105 048 011 000	$13,774.62
106 014 001 000	$2,581.84
106 014 007 000	$526.30
106 014 008 000	$1,106.87
106 014 009 000	$421.62
106 014 015 000	$900.36
106 014 016 000	$1,588.96
106 014 019 000	$2,373.03
106 014 020 000	$2,106.06
106 014 021 000	$2,353.89
106 015 001 000	$1,805.19
106 015 002 000	$1,751.36
106 015 003 000	$482.14
106 015 004 000	$640.57

106 015 005 000	$722.93
106 015 006 000	$556.79
106 015 007 000	$1,888.74
106 015 008 000	$1,788.87
106 015 009 000	$386.19
106 015 010 000	$754.73
106 015 011 000	$526.53
106 015 012 000	$731.68
106 015 013 000	$448.78
106 015 014 000	$2,213.26
106 015 015 000	$663.99
106 027 002 000	$787.94
106 027 003 000	$526.53
106 027 004 000	$526.53
106 027 005 000	$893.09
106 027 006 000	$1,495.85
106 027 007 000	$695.19
106 027 008 000	$3,263.07
106 027 009 000	$1,579.56
106 027 010 000	$2,010.45
106 027 011 000	$1,617.13
106 027 012 000	$1,126.29
106 028 006 000	$2,143.26
106 028 012 000	$10,765.42
106 041 003 000	$925.44
106 041 004 000	$2,454.02
106 041 007 000	$462.72
106 041 008 000	$962.82
106 041 010 000	$303.71
106 041 016 000	$2,173.10
106 041 017 000	$4,544.78
106 041 018 000	$4,297.25
106 041 019 000	$720.28
106 041 020 000	$740.23
106 042 001 000	$1,782.90
106 042 002 000	$524.73
106 042 003 000	$526.95
106 042 004 000	$528.94
106 042 005 000	$411.43
106 042 006 000	$1,071.89
106 042 007 000	$2,487.47
106 042 010 000	$989.22
106 042 011 000	$494.06
106 042 012 000	$4,169.11
106 042 013 000	$2,046.16
TOTAL	$699,996.84

DOWNTOWN MODESTO
COMMUNITY BENEFIT DISTRICT

Title 8, "Finance, Revenue and Taxation," of the Modesto Municipal Code by adding Chapter 9, "Community Benefit Districts".

DISTRICT ASSESSMENT ENGINEER'S REPORT

ATTACHMENT A

Prepared by
Edward V. Henning
California Registered Professional Engineer # 26549
Edward Henning & Associates

APRIL 29, 2015

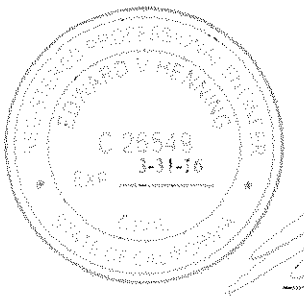
v 1.0

DISTRICT ASSESSMENT ENGINEER'S REPORT

To Whom It May Concern:

I hereby certify to the best of my professional knowledge and experience that each of the identified benefiting properties located within the proposed Downtown Modesto Community Benefit District ("Downtown Modesto CBD") being formed for a fifteen (15) year term will receive a special benefit over and above the benefits conferred on the public at large and that the amount of the proposed assessment is proportional to, and no greater than the benefits conferred on each respective property.

Prepared by Edward V. Henning, California Registered Professional Engineer # 26549



RPE #26549 April 29, 2015

Edward V. Henning Date

(NOT VALID WITHOUT SIGNATURE AND CERTIFICATION SEAL HERE)

Introduction

This report serves as the "detailed engineer's report" required by Section 4(b) of Article XIIID of the California Constitution (Proposition 218) to support the benefit property assessments proposed to be levied within the proposed Downtown Modesto CBD in the City of Modesto, California being formed for a fifteen (15) year term. The discussion and analysis contained within this Report constitutes the required "nexus" of rationale between assessment amounts levied and special benefits conferred on properties within the Downtown Modesto CBD.

The Downtown Modesto CBD is a is a property-based benefit assessment district being formed for a fifteen (15) year term pursuant to the City of Modesto Community Benefit District Ordinance (the "Ordinance") which is based in part on Section 36600 et seq. of the California Streets and Highways Code, also known as the Property and Business Improvement District Law of 1994 (the "Act"). Due to the benefit assessment nature of assessments levied within a Property Business Improvement District ("PBID"), district program costs are to be distributed amongst all identified

benefiting properties based on the proportional amount of program special benefit each property is expected to derive from funded programs and the assessments levied. Within the Ordinance and Act, frequent references are made to the concept of relative "benefit" received from PBID programs and activities versus amount of assessment levied. Only those properties expected to derive special benefits from PBID funded programs and activities may be assessed and only in an amount proportional to the relative special benefits expected to be received.

Supplemental Proposition 218 Procedures and Requirements

Proposition 218, approved by the voters of California in November of 1996, adds a supplemental array of procedures and requirements to be carried out prior to levying a property-based assessment like the Downtown Modesto CBD. These requirements are in addition to requirements imposed by State and local assessment enabling laws. These requirements were "chaptered" into law as Article XIIID of the California Constitution.

Since Proposition 218 provisions will affect all subsequent calculations to be made in the final assessment formula for the Downtown Modesto CBD, Proposition 218 requirements will be taken into account. The key provisions of Proposition 218 along with a description of how the Downtown Modesto CBD complies with each of these provisions are delineated below.

(Note: All section references below pertain to Article XIII of the California Constitution):

Finding 1. From Section 4(a): "Identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed"

There are 318 parcels within the Downtown Modesto CBD of which 316 are "identified" as assessable parcels with assessable property characteristics that will derive special benefit from the proposed District programs and activities. The benefits are special and unique only to the identified parcels within the District because programs and services (i.e. sidewalk operations/beautification; district identity; program management; and, contingency/reserve) will only be provided directly for the special benefit of the identified parcels. These identified benefiting parcels are located within the Downtown Modesto CBD perimeter boundary which is shown on the Boundary Map attached as Appendix 2 to this Report and are listed in Appendix 1 to this Report - identified by assessor parcel number. Any future development and/or land subdivisions will adhere to the assessment rate structures described herein. There is one benefit zone within the Downtown Modesto CBD.

The Downtown Modesto CBD is bounded roughly by Needham Avenue/Downey Avenue, H Street/G Street, the alley between 8th Street and 7th Street and L Street. The parcels selected to be included in the Downtown Modesto CBD form a unique retail and commercial business core that has long been recognized and identified by the Modesto community as a pedestrian friendly retail and commercial central business district of Modesto. Keeping the District clean and attractive

will increase pedestrian traffic and consumer activity and help create a strong symbiotic economic relationship between the Downtown Modesto CBD and the customers it serves. There is one benefit zone in the proposed Downtown Modesto CBD. The Downtown Modesto CBD boundaries are shown on the District Map in Appendix 2 of this Report. The assessment rates vary based on the proportionate levels of special benefit services to be provided for each parcel within the CBD.

Downtown Modesto CBD Boundary:

The boundaries of the proposed Downtown Modesto CBD are described as follows:

- **Northwest boundary**: Starting at parcel 104-008-08 at the southeast corner of the intersection of 8th Street and L Street (including all of the parcels on the east side of L Street) and running northeast to the corner of 15th Street and L Street, parcel number 105-010–16;

- **North Boundary:** Starting at parcel 105-010-16 at the southeast corner of the intersection of Needham and L Street and running eastward (including all of the parcels on the south side of Needham) to the parcel 105-001–13 at the southwestern corner of the intersection of 19th Street and Needham Street/Downey Avenue and H Street;

- **Southeastern Boundary**: Starting at parcel 105-001–14 and running southwest to the intersection of 15th Street (including only the parcels on the west side of the street), running one block southeast (including parcels on the south side of 15th Street only) to the parcel at the southwestern corner of the intersection of 15th Street and G Street, and then continuing in a southwesterly direction (including only the parcels on the west side of G Street) and terminating intersection of 8th Street and G Street., ending at parcel 103-003-06.

- **Southwestern Boundary:** Starting at the parcel 103-003–6 at the southwestern corner of 8th Street and G Street, running in a northwesterly direction (to include all of the parcels on the north side of 8th Street) and terminating at the corner of 8th Street and L Street, parcel number 104-008–8.

All identified parcels within the above-mentioned boundaries shall be assessed to fund special benefit programs, services and improvements as outlined herein. Services, programs and improvements will only be provided to these parcels inside the District boundaries and none will be provided outside of the District boundaries. Each of the individual parcels assessed shall receive special benefits from the proposed programs, services and improvements. All Downtown Modesto CBD funded programs, services and improvements are considered supplemental above normal base level services provided by the City of Modesto and are only provided for the special benefit of assessed parcels within the boundaries of the Downtown Modesto CBD.

Finding 2. From Section 4(a): "Separate general benefits (if any) from the special benefits conferred on parcel(s). Only special benefits are assessable. "

BENEFIT ANALYSIS

As stipulated by Proposition 218, assessment District programs and activities confer a combination of general and special benefits to properties, but the only program benefits that can be assessed are those that provide special benefit to the assessed properties. Special Benefit" as defined by the California State Constitution means "a particular and distinct benefit over and above general benefits conferred on real property located in the District or to the public at large. For the purposes of this analysis, "General Benefits" are benefits from the Downtown Modesto CBD activities and improvements that are not special in nature, are not "particular and distinct" and are not over and above the benefits that other parcels receive. General benefits are not restricted to benefits conferred only on persons and property outside the assessment district, but can include benefits both conferred on real property located in the district or to the public at large. "At large" means not limited to any particular person - means all members of the public - including those who live, work, and shop within the district - and not simply transient visitors.

The property uses within the boundaries of the Downtown Modesto CBD which will receive special benefits from Downtown Modesto CBD funded programs and services are currently a mix of retail, service, office, government, and parking. Services, programs and improvements provided by the Downtown Modesto CBD are primarily designed to provide special benefits to identified parcels within the boundaries of the District.

There are four basic categories of special benefit services that will be funded by the Downtown Modesto CBD. All of these services will confer a special benefit to the individual parcels within the CBD. The categories of special benefits are as follows:

1. ***Sidewalk Operations, Beautification and Order (SOBO):*** This includes all sidewalk and gutter cleaning services, sidewalk steam cleaning services, graffiti removal, trash removal, as well and beautifying the district based. This category of the budget will be allocated $425,000 of 61% of the first year assessment budget to fund its services.

2. ***District Identity and Streetscape Improvement (DISI)***: These services include the branding of the commercial and residential parcels in the proposed Downtown Modesto CBD including: marketing and promotions, newsletter, public relations, media relations, social media, publicity, special events, lighting, website development and maintenance, public space develop and holiday decorations. This category of the assessment budget will be allocated $150,000 or 21% of the budget to fund these services.

3. ***Program Management & Corporate Operations***: This category of the assessment budget will be allocated $97,000 during the first year, or 14% of the first year budget.

4. ***Contingency/Reserve.*** This contingency anticipates a non-payment rate percentage of 3 to 5%, and any City or County collection fees. This category of the assessment budget will be allocated $28,000 or approximately 4% of the first year annual budget of the proposed CBD.

Assessed parcels within the CBD are conferred proportionate and unique special benefits from CBD funded programs, services and improvements. Commercial parcels that receive these programs, services and improvements attract more customers, employees, visitors, tenants and investors as a result of these programs, services and improvements, thereby increasing business volumes, sales transactions, occupancies, rental income and return on investments. Publicly owned parcels and future residential condominium uses specially benefit proportionately but different than commercial parcels. These differences are discussed later in this Report and are incorporated into the assessment formula used to calculate assessments for these types of parcels. CBD special benefits are particular and distinct in that they are not provided to non-assessed parcels outside of the District. These programs, services and improvements will only be provided for the direct benefit of each individual assessed parcel within the Downtown Modesto CBD boundaries and confer" special benefits" on each assessed parcel. Existing City of Modesto services will be enhanced, not replaced or duplicated, by Downtown Modesto CBD services.

In the case of the Downtown Modesto CBD, the very nature of the purpose of this District is to fund supplemental programs, improvements and services within the Downtown Modesto CBD boundaries above and beyond what is being currently funded either via normal tax supported methods or other funding sources. These services, programs and improvements, are designed to enhance the pedestrian and retail commercial core uses, increase tenancy and marketing of the mix of retail, service, office, government and parking properties in the Downtown Modesto CBD and improve the aesthetic appearance of each identified parcel. All benefits derived from the assessments to be levied on parcels within the Downtown Modesto CBD are for services, programs and improvements directly benefiting each individual parcel within this area and support increased cleanliness, commerce, business attraction and retention, increased commercial property rental income and improved District identity. No Downtown Modesto CBD funded services, activities or programs will be provided outside of the Downtown Modesto CBD boundaries.

These special benefits are particular and distinct to each and every assessed parcel within the Downtown Modesto CBD and are not provided to non-assessed parcels outside of the District. The City of Modesto does not provide these supplemental programs, services or improvements.

While every attempt is made to provide CBD services and programs to confer benefits only to those identified assessed parcels within the CBD, the California State Constitution was amended via Proposition 218 to stipulate that general benefits exist, either by design or unintentional, in all property based assessment districts and that a portion of the program costs must be considered attributable to general benefits and assigned a value. General benefits cannot be funded

by assessment revenues. General benefits might be conferred on parcels within the District, or "spillover" onto parcels surrounding the District, or to the public at large who might be passing through the District with no intention of transacting business within the District or interest in the District itself.

Empirical assessment engineering analysis throughout California has found that general benefits within a given business improvement district tend to range from 1-5% of the total costs. There are three methods that have been used by this Engineer for determining general and special benefit values within assessment districts:

(1) The parcel by parcel allocation method
(2) The program/activity line item allocation method, and
(3) The composite district overlay determinant method.

A majority of PBIDs in California for which this Assessment Engineer has provided assessment engineering services since the enactment of Proposition 218, have used Method #3, the composite district overlay determinant method which will be used for the Downtown Modesto CBD. This method of computing the value of general benefit involves a composite of three distinct types of general benefit – general benefit to assessed parcels within the District, general benefit to the public at large within the District and general benefit to parcels outside the District.

General Benefit – Assessed Parcels within District

CBD funded programs are narrowly designed and carefully implemented to specially benefit the assessed District parcels and are only provided for the special benefit to each and every assessed parcel within the District. It is the opinion of this Engineer, based on over 30 years of professional assessment engineering experience, that 100% of benefits conferred on assessed parcels within the District are distinct and special and that there are 0% general benefits conferred on these parcels. This is because the CBD funded programs and services are specially geared to the unique needs of each assessed parcel within the CBD and are directed specially only to these assessed parcels within the CBD. This concept is further reinforced by the proportionality of special benefits conferred on each assessed parcel within the District as determined by the special benefit assessment formula as it is applied to the unique and varying property characteristics unique to each assessed parcel.

General Benefit - Public At Large

While the CBD funded programs are narrowly designed and carefully implemented to specially benefit the assessed District properties and are only provided for the special benefit to each and every assessed parcel within the District, these CBD funded programs may also provide an incidental general benefit to the public at large within the District. Assessment Engineering experience in California has found that generally over 95% of people moving about within CBD boundaries are engaged in business related to assessed parcels and businesses contained on them within the District, while the public at large "just passing through" is typically much less than 5%. Based on this experience curve and the focused nature of the proposed Downtown Modesto CBD funded programs and over 30 years of assessment engineering

experience, it is the opinion of this Engineer that a general benefit factor of 0.03 of CBD funded special benefit program costs that might provide an immediate general benefit to the public at large will be applied to these applicable program costs in order to compute the dollar and percent value of general benefits to the public at large. It is the opinion of this Engineer that the programs that may provide immediate general benefits to the public at large are limited to the SOBO programs. The dollar value of this general benefit type equates to $7.778 as delineated in the following chart:

General Benefits To "Public At Large"

	A	B	C	D	E
Program Element	**Dollar Allocation**	**% Allocation of Special Benefit Cost**	**General Benefit Factor**	**General Benefit Percent (B x C)**	**General Benefit Value (A x D)**
SOBO Services	$425,000	61%	0.03	1.83%	$7.778

General Benefits – Outside Parcels

While District programs and services will not be provided directly to parcels outside the District boundaries, it is reasonable to conclude that District services may confer an indirect general benefit on parcels outside the District boundaries. An inventory of the District boundaries finds that the District is surrounded by 82 parcels, with none tangent to assessed parcels within the District but all across streets and alleys from the District boundaries. These 82 parcels outside of the District can reasonably be assumed to receive some level of indirect general benefit as a result of CBD funded programs, services and improvements.

Based on over 30 years of assessment engineering experience, it is the opinion of this Engineer that a benefit factor of 1.0 be attributed to the 316 identified and assessed parcels within the District and a benefit factor of 0.01 be attributed to general benefits conferred on the 82 commercial parcels across streets and alleys from the exterior boundaries of the District. The cumulative dollar value of this general benefit type equates to $1,642 as delineated in the chart below.

General "Spillover" Benefits To Parcels Outside District

Parcel Type	Quantity	Benefit Factor	Benefit Units	Benefit Percent	Benefit Value
Assessed parcels in the District	316	1.00	316.00	99.6364%	$700,000
Commercial parcels outside District (tangent)	0	0.05	0.00	0.0000%	$0
All other "spillover" parcels outside the District	82	0.01	0.82	0.25882%	$1,816
TOTAL			316.82	100.00%	$701,816

Composite General Benefit

Based on the general benefit values delineated in the three sections above, the total value of general benefits conferred on assessed parcels within the District, the public at large and parcels outside the District equates to $9,594 ($0 +$7,778 +

$1,816) or 1.4% of total program costs of $709,594 [$700,000 (special benefit) + $9,594 (general benefits)]. For the purposes of this analysis, this 1.4% value will be conservatively rounded up to 2%. This leaves a value of 98% assigned to special benefit related costs. The 2% general benefit value now equates to $14,286 and when added to the special benefit value of $700,000 (Year 1 –2016 assessments) equates to a total Year 1 – 2016 program cost of $714,286. Remaining costs that are attributed to general benefits of $14,286 will need to be derived from other sources. A comparison of special and general benefit funding sources is shown on a chart on page 21, later in this Report.

Downtown Modesto CBD Programs and Improvements

The total special and general benefit program activities and budget allocations that will be provided to each individual parcel assessed in the proposed Downtown Modesto CBD are shown in the chart below:

Total Year 1 – 2016 - Special + General Benefit Revenue

Service	YR 1 - 2016 Assessment Allocation	YR 1 - 2016 Non-Assessment Allocation	YR 1 - 2016 Total Allocation	% of Total
Sidewalk Operations	$ 425,000	$ 8,673	$ 433,673	61 %
District Identity	$ 150,000	$ 3,061	$ 153,061	21%
Administration	$ 97,000	$ 1,981	$ 98,981	14%
Contingency/Reserves	$ 28,000	$ 571	$ 28,571	4%
Total	**$700,000.00**	**$ 14,286**	**$ 714,286.00**	**100%**

The Year 1 special benefit budget cost allocations are shown in the table below:

Year 1 – 2016 Proposed Special Benefit Work Plan and Budget Allocations

Program or Service	% of Budget	Projected Program Cost
Sidewalk Operations, Beautification and Order (SOBO)	61%	$425,000
District Identity and Special Improvements (DISI)	21%	$150,000
Program Management & Corporate Operations	14%	$97,000
Contingency/Reserve	4%	$28,000
Total Year 1 Budget	**100%**	**$700,000**

It is recognized that market conditions may cause the cost of providing goods and services to fluctuate from year to year. Accordingly, the Board of the Association shall have the right to reallocate up to 10% of the budget line item within the budget categories based on such cost fluctuations subject to the review and approval by the Board and included in the Annual Planning Report that will be approved by the Modesto City Council pursuant to the City CBD Ordinance. Accrued interest or delinquent payments may be expended in any budget category.

Any funds remaining after the fifteenth year of operation will be rolled over into the renewal budget or returned to stakeholders. Also, costs for the CBD renewal may be expended from funds available. If the District is not renewed or terminated for any reason, unexpended funds will be returned to the property owners pursuant to the City CBD Ordinance.

The proposed Downtown Modesto CBD services are described in more detail as follows:

SIDEWALK OPERATIONS, BEAUTIFICATION, ORDER: $425,000 61%

Examples of these special benefit services and costs may include, but are not limited to:

- Regular sidewalk and gutter sweeping
- Regular sidewalk steam cleaning
- Beautification of the district;
- Enhanced trash emptying (over and above city services)
- Timely graffiti removal, within 24 hours as necessary
- Tree and vegetation maintenance (over and above city services)
- Special events maintenance and set up
- Maintenance of existing and new public spaces
- Hanging plants, planting flowers throughout the district;
- Possible private security and/or camera system

DISTRICT IDENTITY AND STREETSCAPE IMPROVEMENTS: $150,000 21%

Examples of these special benefit services and costs may include, but are not limited to:

- Web site development and updating;
- App development;
- Management and coordination of special events
- Social media
- Public relations firm
- Holiday and seasonal decorations
- Branding of Downtown Modesto so a positive image is built
- Banner programs

- Public art displays
- Downtown landmark sign and maintenance
- Logo development
- Public space design and improvements
- Signage

ENHANCED RESIDENTIAL CONDO UNIT IMPROVEMENTS: (when built) **$ 0** **0%**

Examples of these special benefit services and costs may include, but are not limited to:

Future residential condos built within the boundaries of the Downtown Modesto CBD will be assessed separately due to their unique parcel status and special benefit needs in the district. Residential condos blocks will have the following special benefit services conferred on the frontage their parcels. These services in the future will include, but will not be limited to:

- Installation, stocking and upkeep of pet waste distribution stations on the frontages adjacent to the high concentrations of residential condo individually assessed parcels;
- Enhancement and beautification of sidewalks on the frontages adjacent to the high concentrations of residential individually assessed parcels;
- Installation of hanging plants, and enhanced upkeep in the sidewalks surrounding these frontages adjacent to these residential condos;
- Other services requested by the residents that confer special benefit to the areas directly adjacent to the parcels with high concentrations of residential condos;
- Proportional share of the Administrative and Contingency costs to cover the oversight of the Enhanced beautification special benefit services.

ADMINISTRATION AND CORPORATE OPERATIONS: **$ 97,000** **14 %**

Examples of these special benefit services and costs may include, but are not limited to:

- Staff and administrative costs
- Directors and Officers Insurance
- Office related expenses
- Rent
- Financial reporting and accounting
- Legal work

CONTINGENCY/CITY AND COUNTY FEES/RESERVE:	$28,000	4%

Examples of these special benefit services and costs include, but are not limited to:

- Delinquencies
- City Fees
- County fees
- Reserves

Parcels that receive these special benefit programs, services and improvements attract more customers, employees, tenants and investors as a result of these programs, services and improvements, thereby increasing business volumes, sales transactions, occupancies, rental income and return on investments. These benefits are particular and distinct in that they are not provided to non-assessed parcels within or outside of the District. Existing City of Modesto services will be enhanced, not replaced or duplicated, by Downtown Modesto CBD services.

In the case of the Downtown Modesto CBD, the very nature of the purpose of this District is to fund supplemental programs, improvements and services within the Downtown Modesto CBD boundaries above and beyond what is being currently funded either via normal tax supported methods or other funding sources. These services, programs and improvements, are designed to enhance the pedestrian and retail commercial core uses, increase tenancy and marketing of the mix of retail, service, office, government and parking parcels and land uses in the Downtown Modesto CBD and improve the aesthetic appearance of each identified parcel. All benefits derived from the assessments to be levied on parcels within the Downtown Modesto CBD are for services, programs and improvements directly benefiting each individual parcel within this area and support increased cleanliness, commerce, business attraction and retention, increased commercial property rental income and improved District identity. No Downtown Modesto CBD funded services, activities or programs will be provided outside of the Downtown Modesto CBD boundaries.

Finding 3. From Section 4(a): "(Determine) the proportionate special benefit derived by each parcel in relationship to the entirety of the.....cost of public improvement(s) or the maintenance and operation expenses.....or the cost of the property related service being provided.

Each identified parcel within the district will be assessed based on property characteristics unique only to that parcel. Parcels will be, except as noted herein, assessed based on a combination of factors: building area, land area and street frontage. The calculated assessment rates are applied to the actual measured parameters of each parcel and thereby are proportional to each and every other identified parcel within the district as a whole. Larger parcels and ones with larger building areas or larger street frontages are expected to impact the demand for services and programs to a greater extent than smaller land and/or building areas, and, thus, are assigned a higher proportionate degree of assessment program and

service costs. The proportionality is further achieved by setting targeted formula component weights for the respective parcel by parcel identified property attributes.

The proportionate special benefit cost for each parcel has been calculated based on optimum proportionate formula components and is listed as an attachment to this Report as Appendix 1. The individual percentages (i.e. proportionate relationship to the total special benefit related program and activity costs) are computed by dividing the individual parcel assessment by the total special benefit program costs.

Finding 4. From Section 4(a): "No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

Not only are the proposed program costs reasonable due to the benefit of group purchasing and contracting which would be possible through the Downtown Modesto CBD, they are also considerably less than other options considered by the Downtown Modesto CBD formation proponent group. The actual assessment rate for each parcel within the Downtown Modesto CBD directly relate to the level of service and, in turn, special benefit to be provided based on the respective building area, land area, street frontage. There is one benefit zone. It is noted that residential condominiums will be assessed based on the individual building pad area of each unit.

Finding 5. From Section 4(a): "Parcels.....that are owned or used by any (public) agency shall not be exempt from assessment....."

There are 37 publicly owned parcels within the Downtown Modesto CBD of which 35 are identified and assessable for which CBD funded special benefit programs, services and improvements will be provided.

For publicly owned parcels and facilities within the CBD, each of these parcels specially benefit, but differently than other parcels, from CBD funded programs, services and improvements. The special benefits include cleaner facility entrances and perimeters for their employees, visitors, vendors and other users of these public locations and facilities. It is the opinion of this Engineer that publicly owned and occupied parcels will NOT benefit from District Identity related programs and, thus, will not be assessed for them. To account for the difference in special benefits conferred on publicly owner and occupied parcels and facilities as delineated above, it is the opinion of this Engineer that publicly occupied building areas on publicly owned parcels shall not be assessed since this property assessment factor funds 100% of the District Identity programs, services and improvements.

Each identified and assessable publicly owned parcel and facility within the CBD will proportionately specially benefit as delineated herein from the CBD funded supplemental clean and management programs, services and improvements. These services are designed to improve the cleanliness for visitors, their employees and users of public facilities on

publicly owned parcels within the CBD by reducing litter and debris, each considered detractions to employment, visitation and use of public facilities if not contained and properly managed.

There is no compelling evidence that these identified assessable publicly owned parcels and facilities would not proportionately specially benefit from all other CBD funded programs, services and improvements as delineated herein and, thus, will be assessed accordingly. All current publicly owned parcels within the CBD are shown in the following table:

Publicly Owned Parcels

APN	Legal Owner	Site #	Site Street	Annual Assessment	Percent
104 003 010 000	City Of Modesto	1029	9th St	$13,000.25	1.86%
104 008 005 000	City Of Modesto		K St	$ 482.57	0.07%
104 008 009 000	City Of Modesto		8th St	$ 637.23	0.09%
105 002 001 000	City Of Modesto		Downey Ave	$ 3,108.11	0.44%
105 002 002 000	City Of Modesto		Downey Ave	$ 2,134.49	0.30%
105 006 011 000	City Of Modesto		H St	$ 5,473.63	0.78%
105 007 005 000	City Of Modesto	906	15th St	$ 2,047.67	0.29%
105 007 006 000	City Of Modesto	906	15th St	$ 1,054.54	0.15%
105 012 005 000	City Of Modesto	1421	I St	$ 1,782.90	0.25%
105 013 012 000	City Of Modesto	1402	I St	$ 2,540.66	0.36%
105 038 019 000	City Of Modesto		11th St	$ 2,106.06	0.30%
105 038 022 000	City Of Modesto		10th St	$ 295.27	0.04%
105 040 015 000	City Of Modesto		I St	$ 2,306.27	0.33%
105 041 006 000	City Of Modesto		10th St	$ 138.67	0.02%
105 048 006 000	City Of Modesto	1125	9th St	$ 7,088.48	1.01%
106 042 013 000	City Of Modesto	911	G St	$ 2,046.16	0.29%
			TOTAL	$46,242.97	6.61%
105 037 035 000	City-County Cap Imp Fin Agency		10th St	$ 5,593.57	0.80%
105 006 012 000	County of Stanislaus	1500	I St	$ 7,262.75	1.04%
105 024 010 000	County of Stanislaus	820	12th St	$ 3,905.18	0.56%
105 024 014 000	County of Stanislaus	832	12th St #3rd	$ 2,265.58	0.32%
105 024 015 000	County of Stanislaus	832	12th St #4th	$ 0.00	0.00%
105 024 016 000	County of Stanislaus	832	12th St #5th	$ 0.00	0.00%
105 025 002 000	County of Stanislaus	1100	I St	$ 4,925.01	0.70%
105 025 003 000	County of Stanislaus	1100	I St	$ 2,925.59	0.42%
105 038 023 000	County of Stanislaus	1021	I St	$ 3,724.91	0.53%
105 039 013 000	County of Stanislaus		11th St	$ 2,640.34	0.38%
105 039 014 000	County of Stanislaus		10th St	$10,210.60	1.46%
			TOTAL	$37,859.96	5.41%
105 037 032 000	Red. Agency City Of Modesto		11th St	$ 4,405.95	0.63%
105 037 033 000	Red. Agency City Of Modesto	1010	10th St	$ 75.17	0.01%
105 037 034 000	Red. Agency City Of Modesto		10th St	$ 597.71	0.09%

105 041 021 000	Red. Agency City Of Modesto		9th St	$ 1,426.55	0.20%
105 048 008 000	Red. Agency City Of Modesto		9th St	$ 155.89	0.02%
105 048 011 000	Red. Agency City Of Modesto	1125	11th St	$13,774.62	1.97%
106 042 001 000	Red. Agency City Of Modesto	777	10th St	$ 1,782.90	0.25%
106 042 002 000	Red. Agency City Of Modesto		10th St	$ 524.73	0.07%
106 042 003 000	Red. Agency City Of Modesto		10th St	$ 526.95	0.08%
106 042 004 000	Red. Agency City Of Modesto		10th St	$ 528.94	0.08%
			TOTAL	$23,799.40	3.40%

Finding 6. From Section 4(b): "All assessments must be supported by a detailed engineer's report prepared by a registered professional engineer certified by the State of California".

This report serves as the "detailed engineer's report" to support the benefit property assessments proposed to be levied within the Downtown Modesto CBD.

Finding 7. From Section 4(c): "The amount of the proposed assessment for each parcel shall be calculated (along with) the total amount thereof chargeable to the entire district, the duration of such payments, the reason for such assessment and the basis upon which the amount of the proposed assessment was calculated."

The individual and total parcel assessments attributable to special property benefits are shown on Appendix 1 to the Management District Plan and this Report. The District and resultant assessment payments will continue for 15 years and may be renewed again at that time. The reasons (purposes) for the proposed assessments are outlined in Finding 2 above as well as in the Management District Plan. The calculation basis of the proposed assessment is attributed, except as noted herein, to building area, land area and street frontage. There is one benefit zone. It is noted that residential condominiums will be assessed based on the individual building pad area of each unit.

Assessment Formula Methodology

General

The method used to determine special benefits derived by each identified property within a CBD begins with the selection of a suitable and tangible basic benefit unit. For property related services, such as those proposed in the Downtown Modesto CBD, the benefit unit may be measured in linear feet of street frontage or parcel size in square feet or building size in square feet or number of building floors or any combination of these factors. Factor quantities for each parcel are then measured or otherwise ascertained. From these figures, the amount of benefit units to be assigned to each property can be calculated. Special circumstances such as unique geography, land uses, development constraints etc. are carefully reviewed relative to specific programs and improvements to be funded by the CBD in order to determine any levels of different benefit which may apply on a parcel-by-parcel or categorical basis.

Based on the factors described above such as geography and nature of programs and activities proposed, an assessment formula is developed which is derived from a singular or composite basic benefit unit factor or factors. Within the assessment formula, different factors may be assigned different "weights" or percentage of values based on their relationship to programs/services to be funded.

Next, all program and activity costs, including incidental costs, District administration and ancillary program costs, are estimated. It is noted, as stipulated in Proposition 218, and now required of all property based assessment Districts, indirect or general benefits may not be incorporated into the assessment formula and levied on the District properties; only direct or "special" benefits and costs may be considered. Indirect or general benefit costs, if any, must be identified, calculated and factored out of the assessment cost basis to produce a "net" cost figure. In addition, Proposition 218 no longer automatically exempts government owned property from being assessed and if special benefit is determined to be conferred upon such properties, they must be assessed in proportion to special benefits conferred in a manner similar to privately owned property assessments.

From this, the value of a basic benefit unit or "basic net unit cost" can be computed by dividing the total amount of estimated net program costs by the total number of benefit units. The amount of assessment for each parcel can be computed at this time by multiplying the Net Unit Cost times the number of Basic Benefit Units per parcel. This is known as "spreading the assessment" or the "assessment spread" in that all special benefit costs are allocated proportionally or "spread" based on special benefits conferred on benefitting properties within the PBID.

The method and basis of spreading program costs varies from one PBID to another based on local geographic conditions, types of programs and activities proposed, and size and development complexity of the District. PBIDs may require secondary benefit zones to be identified to allow for a tiered assessment formula for variable or "stepped-down" benefits derived.

Step 1. Select "Basic Benefit Unit(s)"

Based on the specific needs and corresponding nature of the program activities to be funded by the Downtown Modesto CBD (i.e. sidewalk operations and beautification; district identity; administration/management services; and, contingency/reserve) it is the opinion of this Assessment Engineer that the assessment factors on which to base assessment rates relate directly to the proportionate amount of building area, land area and street frontage, except as noted herein, within one benefit zone.

The interactive application of building area, land area and street frontage quantities are a proven method of fairly and equitably spreading special benefit costs to the primary beneficiaries of Downtown Modesto CBD funded services, programs and improvements. Each of these factors, except as noted herein, directly relates to the degree of special benefit

each parcel will receive from Downtown Modesto CBD funded activities.

Building area is a direct measure of the static utilization of each parcel and its corresponding impact or draw on certain Downtown Modesto CBD funded activities (i.e. 100% allocated to district identity costs). In the opinion of this Assessment Engineer, the targeted weight of this factor, building area, based on measured property characteristics, should generate approximately 20% (21% when adjusted) of the total Downtown Modesto CBD revenue to proportionately fund the special benefit costs for these related programs and services.

Land area is a direct measure of the current and future development capacity of each parcel and its corresponding impact or draw on certain Downtown Modesto CBD funded activities (i.e. 50% allocated to sidewalk operations/beautification costs, and balance will fund 100% of program management costs and contingency/reserve costs). In the opinion of this Assessment Engineer, the targeted weight of this factor, land area, should generate approximately 20% (18% when adjusted) of the total Downtown Modesto CBD revenue to proportionately fund the special benefit costs for these related programs and services.

Street frontage is a direct measure of the static utilization of each parcel and its corresponding impact or draw on certain Downtown Modesto CBD funded activities (i.e. 100% allocated to fund sidewalk operations/beautification). In the opinion of this Assessment Engineer, the targeted weight of this factor, street frontage, should generate approximately 60% (61% when adjusted) of the total Downtown Modesto CBD revenue to proportionately fund the special benefit costs for these related programs and services

Special Circumstances

1. Publicly Owned Parcels

In the opinion of this Engineer, publicly owned and occupied parcels will not specially benefit from CBD funded District Identity programs, services and improvements as other parcel types and ownerships do. Since this activity is funded 100% by building area, publicly owned parcels will not be assessed for publicly occupied building areas located on publicly owned parcels.

2. Future Residential Condominiums

In the case of any future residential condominiums, land area and street frontage quantities do not relate precisely to the building orientation and configurations of multi-unit, multi floor residential condominium complexes. Thus, it is the opinion of this Engineer that the condo unit building pad area is a proven method of fairly and equitably spreading special benefit costs to these unique property ownerships and land uses. This assessment factor directly relates to the proportionate amount of special benefit each residential condominium parcel will receive from targeted Downtown Modesto CBD funded activities for this land use.

3. Future Commercial and Mixed-Use Condominiums (if any)

While there are no current commercial or mixed-use condominiums within the proposed Downtown Modesto CBD, it is the opinion of this Engineer that such units, if and when built, shall be assessed based on actual land area covered, condo building pad area and direct street frontage for each unit. Because such uses are typically developed as part of a multi-floor mixed-use complex, special methodologies are needed to address the levy of assessments on such land uses as follows:

Multi-Floor Commercial Only Condominiums

- Building pad area assessed at respective building area rate
- Land assessed at land area rate but pro-rated for each unit relative to total building area
- Frontage assessed at frontage rate but pro-rated relative to total building area

Multi-Floor Mixed-Use Condominiums

- Commercial condo building pad area assessed at respective commercial building area rate
- Residential condo units would be assessed at 20 cents per square foot of building pad area plus any annual approved rate adjustments
- Land assessed at land area rate (assessed on 1st floor commercial condos for land area covered)
- Frontage assessed at frontage rate (assessed on 1st floor commercial. condos for actual street frontage)

Other Future Development

Other than future maximum rates and the assessment methodology delineated in this Report, per State Law (Government Code Section 53750), future assessments may increase for any given parcel if such an increase is attributable to events other than an increased rate or revised methodology, such as a change in the density, intensity, or nature of the use of land. Any change in assessment formula methodology or rates other than as stipulated in this Report would require a new Proposition 218 ballot procedure in order to approve any such changes.

The "Basic Benefit Units" will be expressed as a combined function of gross building square footage (Benefit Unit "A") land square footage (Benefit Unit "B"), street frontage (Benefit Unit "C") and residential condominium building pad area (Benefit Unit "D"). Based on the shape of the Downtown Modesto CBD, as well as the nature of the District program elements, it is determined that all identified properties will gain a direct and proportionate degree of special benefit based, except as noted herein, on the respective amount of building size, parcel size and street frontage within one benefit zone. Future residential condominiums will gain a direct and proportionate degree of special benefit based on the individual building pad area of each unit.

There is one Benefit Zones within the proposed Downtown Modesto CBD. Except as noted herein, assessments are based on three formula components: building square footage; land square footage and street frontage. Residential condominiums

assessments if/when built will be based on the individual building pad area of each unit.

The Basic Benefit Units are delineated as follows: 1) Benefit Units for the building area, "**Unit A**", 2) Benefit Units for the land area, "**Unit B**"; 3) Benefit Units for street frontage, "**Unit C**"; and 4) Benefit Units for future residential condominium building pad area, "**Unit D**".

Step 2. Quantify Total Basic Benefit Units

Taking into account all identified benefiting properties and their respective assessable benefit units, there are 2,632,178 Benefit Units A, 5,070,262 Benefit Units B, 59,911 Benefit Units C, and 0 Benefit Units D. The measurable assessable quantities and corresponding revenue generated by each factor are shown in the tables below:

Benefit Unit Quantities by Zone for YR 1 - 2016

	Quantity
Building Area Sq Ft (Unit A)	2,632,178
Land Area Sq Ft (Unit B)	5,070,262
Street Frontage Linear Ft (Unit C)	59,911
Residential Condo Bldg Area (Unit D)	0

Assessment Revenue by Factor for YR 1 - 2016

	Assmt Revenue
Building Area Sq Ft (Unit A)	$150,000
Land Area Sq Ft (Unit B)	$125,000
Street Frontage Linear Ft (Unit C)	$425,000
Residential Condo Bldg Area (Unit D)	$0

Step 3. Calculate Benefit Units for Each Property.

The number of Benefit Units for each identified benefiting parcel within the Downtown Modesto CBD was computed from data extracted from County Assessor records and maps. These data sources delineate current land uses, building areas, property areas and dimensions of record for each tax parcel. While it is understood that this data does not represent legal field survey measurements or detailed title search of recorded land subdivision maps or building records, it does provide an acceptable basis for the purpose of calculating property based assessments. All respective property data being used for assessment computations will be provided to each property owner in the Downtown Modesto CBD for their review. All known or reported discrepancies, errors or misinformation will be corrected.

Step 4. Determine Assessment Formula

Based on the nature of the programs to be funded as well as other rationale outlined in Step 1 above, it is the opinion of this

Engineer that the Downtown Modesto CBD assessments will be based on building area, land area, and street frontage, except as noted herein.

The proposed assessment formula is as follows:

Assessment = Building Area (Unit A) Sq Ft x Unit A Rate, plus
Land Area (Unit B) Sq Ft x Unit B Rate, plus
Street Frontage (Unit C) Lin Ft x Unit C Rate

Residential Condominium Assessments = Building Pad Area (Unit D) Sq Ft x Unit D Rate

Assessment Formula Unit Rates Year 1 – 2015-16

Building Area Rate (Unit A)
$150,000 / 2,632,178 sq ft = $0.056987/sq ft

Land Area Rate (Unit B)
$125,000 / 5,070,262 sq ft = $0.024654/sq ft

Street Frontage Rate (Unit C)
$425,000 / 59,911 linear ft = $7.0938/lin ft

Residential Condo Rate (Unit D) = $0.20/sq ft

The complete Yr 1 – 2015/16 assessment roll of all parcels to be assessed by this CBD is included as Appendix I.

Step 5. Estimate District Costs

The projected 15 year special benefit District costs for 2016 – 2030 of the Downtown Modesto CBD are shown in the Table below assuming a 5% increase per year.

15 Year Projected District Special Benefit Costs (not to exceed 5% annual increase)

	FY1	FY2	FY3	FY4	FY5	FY6	FY7	
Sidewalk Operations, Beautification and Order	$425,000.00	$446,250.00	$468,562.50	$491,990.63	$516,590.16	$542,419.66	$569,540.65	
District Identity	$150,000.00	$157,500.00	$165,375.00	$173,643.75	$182,325.94	$191,442.23	$201,014.35	
Administration	$97,000.00	$101,850.00	$106,942.50	$112,289.63	$117,904.11	$123,799.31	$129,989.28	
Contingency	$28,000.00	$29,400.00	$30,870.00	$32,413.50	$34,034.18	$35,735.88	$37,522.68	
Total	**$700,000.00**	**$735,000.00**	**$771,750.00**	**$810,337.50**	**$850,854.38**	**$893,397.09**	**$938,066.95**	
	FY8	**FY9**	**FY10**	**FY11**	**FY12**	**FY13**	**FY14**	**FY15**
Sidewalk Operations, Beautification and Order	$598,017.68	$627,918.56	$659,314.49	$692,280.22	$726,894.23	$763,238.94	$801,400.89	$803,308.98
District Identity	$211,065.06	$221,618.32	$232,699.23	$244,334.19	$256,550.90	$269,378.45	$282,847.37	$283,520.82
Administration	$136,488.74	$143,313.18	$150,478.84	$158,002.78	$165,902.92	$174,198.06	$182,907.97	$183,343.46
Contingency	$39,398.81	$41,368.75	$43,437.19	$45,609.05	$47,889.50	$50,283.98	$52,798.18	$52,923.89
Total	**$984,970.30**	**$1,034,218.81**	**$1,085,929.75**	**$1,140,226.24**	**$1,197,237.55**	**$1,257,099.43**	**$1,319,954.40**	**$1,323,097.15**

It is recognized that market conditions may cause the cost of providing goods and services to fluctuate from year to year. Accordingly, the Association Board shall have the right to reallocate up to 10% of the budget line item within the budget categories based on such cost fluctuations subject to the review and approval by the Board of Directors and included in the Annual Planning Report that will be approved by the Modesto City Council. Accrued interest or delinquent payments may be expended in any budget category.

Any funds remaining after the fifteenth year of operation will be rolled over into the renewal budget or returned to stakeholders. Also, CBD funds may be used to pay for renewal costs. If the District is not renewed or terminated for any reason, unexpended funds will be returned to the property owners pursuant to the City CBD Ordinance.

Step 6. Separate General Benefits from Special Benefits and Related Costs (Prop 218)

Total costs are estimated at $714,286 (see Table below). General benefits are factored at 2% of total (see Finding 2 on page 8 of this report) with special benefits set at 98%. Proposition 218 limits the levy of property assessments to costs

attributed to special benefits only. The 2% general benefit cost is computed to be $14,286 with a resultant 98% special benefit limit computed at $700,000. *This is the maximum amount of revenue that can be derived from property assessments from the subject CBD.*

Total Year 1 – 2016 - Special + General Benefit Revenue

Service	YR 1 - 2016 Assessment Allocation	YR 1 - 2016 Non-Assessment Allocation	YR 1 - 2016 Total Allocation	% of Total
Sidewalk Operations	$ 425,000	$ 8,673	$ 433,673	61 %
District Identity	$ 150,000	$ 3,061	$ 153,061	21%
Administration	$ 97,000	$ 1,981	$ 98,981	14%
Contingency/Reserves	$ 28,000	$ 571	$ 28,571	4%
Total	**$700,000.00**	**$ 14,286**	**$ 714,286.00**	**100%**

All program costs associated with general benefits ($14,286) will be derived from monetary sources other than Downtown Modesto CBD assessments.

General + Special Benefit Revenue Sources

Revenue Source	Cost
Downtown Modesto CBD Assessment Revenue - Year 1 – 2016)	$700,000
Other revenues to fund general benefit costs (grants, dues, program income)	$14,286
Total Costs – General and special benefits	$714,286

Step 7. Calculate "Basic Unit Cost"

With a Year 1 – 2016 budget of $700,000 (special benefit only), the Basic Unit Costs (rates) are delineated above in Step 4. Since the Downtown Modesto CBD is being formed for a 15 year term, maximum assessments for future years (2017-2030) must be set at the inception of the CBD. An annual inflationary assessment rate increase not to exceed 5% may be imposed for future year assessments, on approval by the Association Board. The maximum assessment rates for the 15 year CBD term of 2016-2030 are shown in the Table below. The assessment rates listed constitute the maximum assessment rates that may be imposed for future years of the Downtown Modesto CBD (2016-2030).

FIFTEEN (15) YEAR MAXIMUM ASSESSMENT RATES (Not to exceed 5% per year)

Year	Building Area Rate ($/SF)	Land Area Rate ($/SF)	Street Frontage Rate ($/LF)	Residential Condo Rate ($/SF)
1	$0.056987	$0.024654	$7.093800	$0.200000
2	$0.059836	$0.025887	$7.448490	$0.210000
3	$0.062828	$0.027181	$7.820915	$0.220500
4	$0.065970	$0.028540	$8.211960	$0.231525
5	$0.069268	$0.029967	$8.622558	$0.243101
6	$0.072731	$0.031465	$9.053686	$0.255256
7	$0.076368	$0.033039	$9.506370	$0.268019
8	$0.080186	$0.034691	$9.981689	$0.281420
9	$0.084196	$0.036425	$10.480773	$0.295491
10	$0.088406	$0.038246	$11.004812	$0.310266
11	$0.092826	$0.040159	$11.555053	$0.325779
12	$0.097467	$0.042167	$12.132805	$0.342068
13	$0.102340	$0.044275	$12.739446	$0.359171
14	$0.107457	$0.046489	$13.376418	$0.377130
15	$0.112830	$0.048813	$14.045239	$0.395986

Step 8. Spread the Assessments

The resultant assessment spread calculation results for each parcel within the Downtown Modesto CBD are shown in Appendix 1 attached to this Report and were determined by applying the District assessment formula to each identified assessed property.

APPENDIX 1

YR 1 – 2015/2016 ASSESSMENTS

APN	Yr 1 – 2015/16 Assessment
103 001 002 000	$749.39
103 001 003 000	$2,031.74
103 001 004 000	$5,358.40
103 001 006 000	$1,561.53
103 001 007 000	$3,838.14
103 001 009 000	$1,750.98
103 003 001 000	$478.78
103 003 002 000	$1,492.85
103 003 003 000	$1,850.85
103 003 004 000	$925.44
103 003 005 000	$917.87
103 003 006 000	$2,223.96
104 003 010 000	$13,000.25
104 004 004 000	$5,580.46
104 004 006 000	$4,229.95
104 004 007 000	$3,529.08
104 005 001 000	$4,246.81
104 005 002 000	$394.76
104 005 003 000	$879.85
104 005 004 000	$3,282.77
104 006 001 000	$2,464.10
104 006 005 000	$2,436.86
104 006 011 000	$2,477.95
104 007 001 000	$4,491.81
104 007 010 000	$2,445.07
104 007 011 000	$524.88
104 008 005 000	$482.57
104 008 008 000	$5,341.58
104 008 009 000	$637.23
105 001 010 000	$2,369.83
105 001 011 000	$12,253.60
105 001 012 000	$2,604.51
105 001 013 000	$4,568.41
105 001 014 000	$3,251.34
105 002 001 000	$3,108.11
105 002 002 000	$2,134.49
105 002 003 000	$3,099.20
105 003 001 000	$2,824.10
105 003 002 000	$3,184.18
105 003 007 000	$3,184.85
105 004 003 000	$2,577.17
105 004 006 000	$1,648.25
105 004 007 000	$3,001.33
105 004 008 000	$10,521.46
105 005 002 000	$1,233.04
105 005 003 000	$593.59
105 005 004 000	$391.34
105 005 005 000	$943.77
105 005 006 000	$2,799.07
105 005 007 000	$617.21
105 005 008 000	$6,204.41
105 005 009 000	$624.61
105 005 010 000	$75.17
105 006 011 000	$5,473.63
105 006 012 000	$7,262.75
105 007 001 000	$749.55
105 007 004 000	$4,960.00
105 007 005 000	$2,047.67
105 007 006 000	$1,054.54
105 007 007 000	$813.46
105 007 008 000	$724.22
105 007 009 000	$212.90
105 007 010 000	$546.27
105 007 011 000	$2,067.48
105 007 015 000	$2,387.33
105 008 001 000	$723.68
105 008 002 000	$1,191.01
105 008 003 000	$645.75
105 008 004 000	$816.10
105 008 005 000	$824.94
105 008 006 000	$469.56
105 008 010 000	$1,320.79
105 008 011 000	$1,753.90
105 008 012 000	$933.38
105 008 017 000	$2,596.66
105 008 020 000	$3,082.70
105 008 021 000	$1,103.98
105 008 022 000	$293.65
105 009 001 000	$4,793.40
105 010 007 000	$2,070.80
105 010 011 000	$1,034.24
105 010 012 000	$760.65
105 010 013 000	$1,899.67
105 010 015 000	$1,840.07
105 010 016 000	$2,012.27
105 010 017 000	$4,349.49
105 011 001 000	$2,335.65

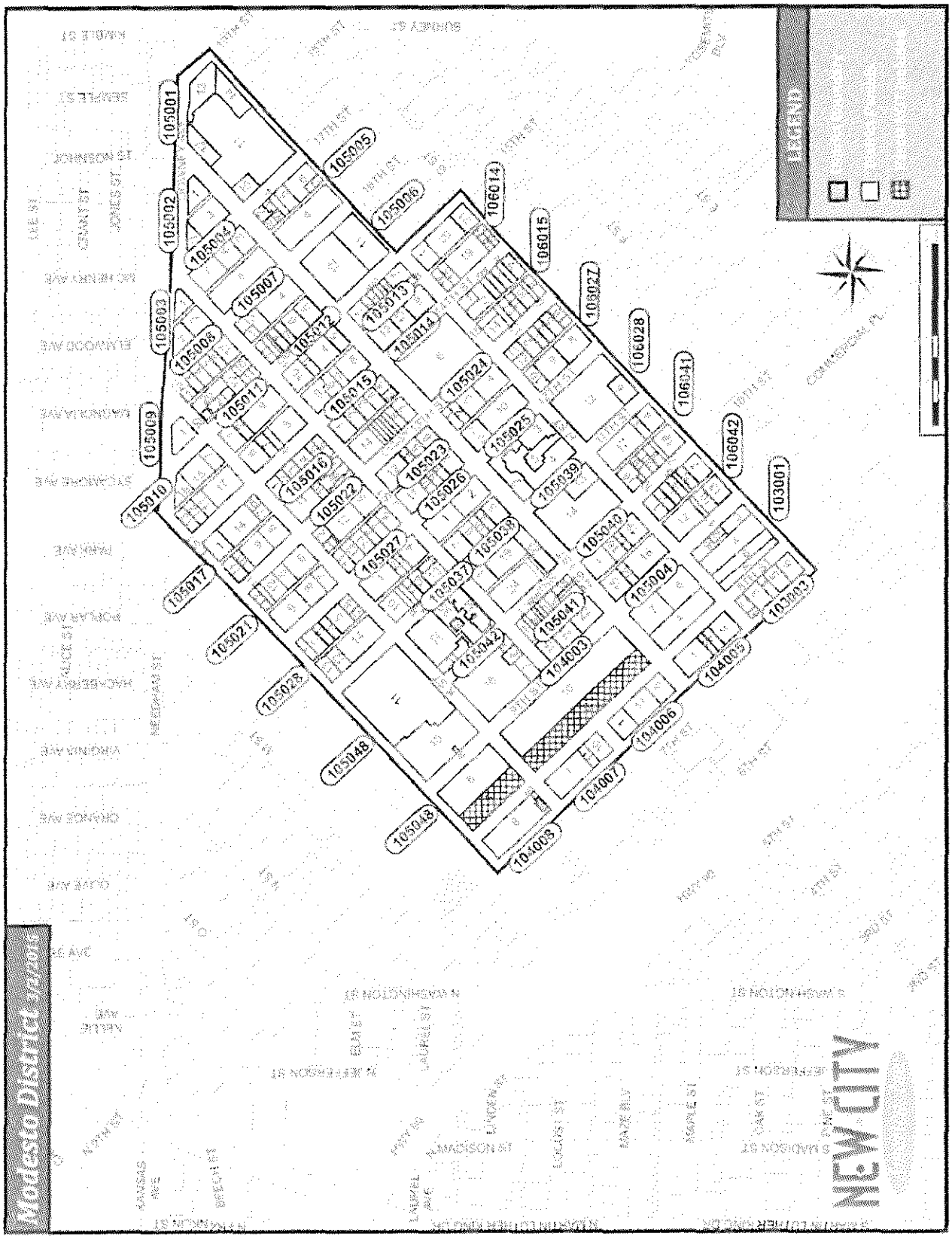
105 011 002 000	$590.56
105 011 005 000	$3,833.23
105 011 006 000	$615.72
105 011 007 000	$726.20
105 011 008 000	$3,060.29
105 011 009 000	$4,599.97
105 012 003 000	$630.02
105 012 004 000	$2,281.64
105 012 005 000	$1,782.90
105 012 006 000	$3,109.51
105 012 007 000	$751.29
105 012 008 000	$803.76
105 012 009 000	$2,733.65
105 012 010 000	$3,091.57
105 013 001 000	$2,619.00
105 013 002 000	$676.70
105 013 003 000	$606.09
105 013 004 000	$320.21
105 013 005 000	$339.79
105 013 006 000	$460.58
105 013 007 000	$2,330.56
105 013 008 000	$391.14
105 013 009 000	$3,266.34
105 013 012 000	$2,540.66
105 013 013 000	$1,387.55
105 014 006 000	$20,878.86
105 015 001 000	$2,176.27
105 015 002 000	$789.77
105 015 003 000	$1,092.71
105 015 004 000	$1,096.13
105 015 005 000	$1,493.01
105 015 006 000	$583.83
105 015 007 000	$2,034.78
105 015 008 000	$754.48
105 015 009 000	$385.79
105 015 010 000	$384.36
105 015 011 000	$405.73
105 015 012 000	$418.27
105 015 013 000	$422.83
105 015 014 000	$3,078.28
105 016 001 000	$2,150.35
105 016 002 000	$693.90
105 016 003 000	$1,074.70
105 016 004 000	$1,442.25
105 016 005 000	$526.53
105 016 006 000	$2,046.22
105 016 007 000	$881.10
105 016 008 000	$1,079.07
105 016 009 000	$1,819.84
105 016 010 000	$912.62
105 016 011 000	$4,843.67
105 017 001 000	$2,183.03
105 017 006 000	$1,313.32
105 017 007 000	$842.87
105 017 008 000	$2,951.79
105 017 009 000	$3,206.03
105 017 010 000	$590.35
105 017 011 000	$1,985.20
105 017 014 000	$2,684.15
105 021 001 000	$466.58
105 021 002 000	$1,391.64
105 021 005 000	$1,003.07
105 021 006 000	$2,626.77
105 021 007 000	$2,335.22
105 021 008 000	$1,659.24
105 021 009 000	$4,149.07
105 021 011 000	$503.78
105 021 012 000	$974.81
105 022 001 000	$716.95
105 022 002 000	$1,766.91
105 022 005 000	$2,568.66
105 022 006 000	$2,534.44
105 022 007 000	$802.48
105 022 008 000	$999.52
105 022 011 000	$1,826.39
105 022 012 000	$1,992.18
105 022 013 000	$789.99
105 022 014 000	$792.78
105 023 004 000	$663.30
105 023 005 000	$992.76
105 023 006 000	$2,225.67
105 023 007 000	$2,757.02
105 023 008 000	$875.23
105 023 009 000	$526.53
105 023 010 000	$965.84
105 023 011 000	$4,017.85
105 023 012 000	$3,373.46
105 024 001 000	$2,845.86

105 024 002 000	$540.21
105 024 003 000	$1,829.64
105 024 004 000	$3,098.10
105 024 010 000	$3,905.18
105 024 012 000	$3,122.15
105 024 013 000	$837.59
105 024 014 000	$2,265.58
105 024 015 000	$0.00
105 024 016 000	$0.00
105 024 017 000	$834.06
105 025 002 000	$4,925.01
105 025 003 000	$2,925.59
105 025 004 000	$4,345.76
105 025 005 000	$656.38
105 026 001 000	$3,615.82
105 026 002 000	$3,103.41
105 026 003 000	$3,713.55
105 026 004 000	$1,540.90
105 026 005 000	$1,179.60
105 026 006 000	$1,182.12
105 026 007 000	$5,810.88
105 027 001 000	$3,999.64
105 027 002 000	$661.92
105 027 003 000	$391.34
105 027 004 000	$2,757.29
105 027 005 000	$979.76
105 027 009 000	$446.23
105 027 010 000	$2,861.62
105 027 011 000	$526.53
105 027 012 000	$467.72
105 027 013 000	$2,377.23
105 027 014 000	$2,656.36
105 028 001 000	$1,621.54
105 028 002 000	$1,371.54
105 028 003 000	$741.94
105 028 004 000	$526.53
105 028 005 000	$1,053.03
105 028 006 000	$1,399.84
105 028 007 000	$579.20
105 028 012 000	$1,121.20
105 028 013 000	$2,074.67
105 028 014 000	$4,131.48
105 037 031 000	$4,202.10
105 037 032 000	$4,405.95
105 037 033 000	$75.17
105 037 034 000	$597.71
105 037 035 000	$5,593.57
105 038 001 000	$4,212.24
105 038 019 000	$2,106.06
105 038 021 000	$422.87
105 038 022 000	$295.27
105 038 023 000	$3,724.91
105 038 024 000	$5,814.71
105 039 013 000	$2,640.34
105 039 014 000	$10,210.60
105 040 001 000	$3,303.09
105 040 014 000	$775.70
105 040 015 000	$2,306.27
105 040 016 000	$3,720.76
105 040 017 000	$411.27
105 040 018 000	$2,129.49
105 040 019 000	$8,462.03
105 041 001 000	$2,317.48
105 041 002 000	$918.98
105 041 003 000	$365.89
105 041 004 000	$861.63
105 041 005 000	$673.54
105 041 006 000	$138.67
105 041 007 000	$1,681.13
105 041 008 000	$2.56
105 041 015 000	$2,505.37
105 041 016 000	$1,324.35
105 041 017 000	$718.45
105 041 018 000	$1,737.98
105 041 019 000	$333.77
105 041 021 000	$1,426.55
105 041 022 000	$2,842.03
105 042 005 000	$1,848.24
105 042 006 000	$2,246.24
105 042 007 000	$2,168.33
105 042 016 000	$14,275.95
105 048 006 000	$7,088.48
105 048 008 000	$155.89
105 048 010 000	$23,128.23
105 048 011 000	$13,774.62
106 014 001 000	$2,581.84
106 014 007 000	$526.30
106 014 008 000	$1,106.87

106 014 009 000	$421.62
106 014 015 000	$900.36
106 014 016 000	$1,588.96
106 014 019 000	$2,373.03
106 014 020 000	$2,106.06
106 014 021 000	$2,353.89
106 015 001 000	$1,805.19
106 015 002 000	$1,751.36
106 015 003 000	$482.14
106 015 004 000	$640.57
106 015 005 000	$722.93
106 015 006 000	$556.79
106 015 007 000	$1,888.74
106 015 008 000	$1,788.87
106 015 009 000	$386.19
106 015 010 000	$754.73
106 015 011 000	$526.53
106 015 012 000	$731.68
106 015 013 000	$448.78
106 015 014 000	$2,213.26
106 015 015 000	$663.99
106 027 002 000	$787.94
106 027 003 000	$526.53
106 027 004 000	$526.53
106 027 005 000	$893.09
106 027 006 000	$1,495.85
106 027 007 000	$695.19
106 027 008 000	$3,263.07
106 027 009 000	$1,579.56
106 027 010 000	$2,010.45
106 027 011 000	$1,617.13
106 027 012 000	$1,126.29
106 028 006 000	$2,143.26
106 028 012 000	$10,765.42
106 041 003 000	$925.44
106 041 004 000	$2,454.02
106 041 007 000	$462.72
106 041 008 000	$962.82
106 041 010 000	$303.71
106 041 016 000	$2,173.10
106 041 017 000	$4,544.78
106 041 018 000	$4,297.25
106 041 019 000	$720.28
106 041 020 000	$740.23
106 042 001 000	$1,782.90
106 042 002 000	$524.73
106 042 003 000	$526.95
106 042 004 000	$528.94
106 042 005 000	$411.43
106 042 006 000	$1,071.89
106 042 007 000	$2,487.47
106 042 010 000	$989.22
106 042 011 000	$494.06
106 042 012 000	$4,169.11
106 042 013 000	$2,046.16
TOTAL	$699,996.84

APPENDIX 2

DOWNTOWN MODESTO CBD BOUNDARY MAP


LEGEND
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Modesto District
NEW DTV

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-205

RESOLUTION AUTHORIZING THE AWARD OF BID FOR THE PURCHASE OF EIGHT (8) CHEVROLET IMPALA LIMITED SEDANS FOR THE MODESTO POLICE DEPARTMENT THROUGH THE PUBLIC WORKS DEPARTMENT, FLEET SERVICES DIVISION, TO AMERICAN CHEVROLET, MODESTO, CA, FOR A TOTAL ESTIMATED COST OF $156,531

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for new vehicles and heavy equipment, through various competitive processes, with the Purchasing Division coming back to Council for award authorization. The eight (8) Chevrolet Impala Limited Sedans were included in the new vehicles and heavy equipment list authorized by the City Manager, and

WHEREAS, the eight (8) replacement sedans have been subjected to a thorough evaluation and have met or exceeded the replacement criteria before being placed on the replacement list, and

WHEREAS, the State of California, Department of General Services (DGS) went through a competitive bid process for the purchase of various vehicles including the Chevrolet Impala Limited Sedan, and issued contract No. 1-14-23-10 A-G. A local vendor can provide these vehicles and a Request for Quotation was issued to American Chevrolet. The bid from American Chevrolet came in lower than the State Contract by a total of $1,728.04, and

WHEREAS, sufficient funds are budgeted in Fiscal Year 2014-15, in account # 5409-53246-57003, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. The award of bid for the purchase of eight (8) Chevrolet Impala

Limited Sedans for the Modesto Police Department through the Public Works Department, Fleet Services Division, to American Chevrolet, Modesto, CA, conforms to the Modesto Municipal Code.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of bid for the purchase of eight (8) Chevrolet Impala Limited Sedans for the Modesto Police Department through the Public Works Department, Fleet Services Division, to American Chevrolet, Modesto, CA.

BE IT FURTHER RESOLVED that the Purchasing Manager or his designee to issue a purchase order for a total estimated cost of $156,531.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

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MODESTO CITY COUNCIL
RESOLUTION NO. 2015-206

RESOLUTION ESTABLISHING THE CALCULATION FOR THE APPROPRIATION LIMIT FOR THE FISCAL YEAR 2015-2016 ANNUAL BUDGET

WHEREAS, Proposition IV of the California State Constitution requires the City to establish an appropriation limit calculation each fiscal year, and

WHEREAS, Article XIIIB of the California Constitution specifies that appropriations made by state and local governments may increase annually by a factor comprised of the change in population combined with either the change in California per capita personal income or the change in the local assessment roll due to local nonresidential construction, and

WHEREAS, the **attached** schedule shows the preferred price and population factors to be used and the appropriation limit with the recommended factors in calculating the limit are the price factor of "state growth in per capita income" and the population factor of "growth rate in the city limits of Modesto," and

WHEREAS, a copy of said report is on file with the City of Modesto Finance Department.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the appropriation limit calculation is hereby established as shown on Schedule A, **attached** hereto, and made a part hereof.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to take the necessary steps to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following votes:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

SCHEDULE A

FISCAL YEAR 2015-16

PROPOSITION 4

APPROPRIATION LIMIT CALCULATION

FY 2014-2015 Appropriation Limit		$367,931,710
Adjustment Factors		
Per Capita Personal Income Change	3.82%	
Population Change (Modesto)	0.63%	
Per Capita converted to a ratio	1.0382	
Population converted to a ratio	1.0063	
Calculation of factor for FY 2015-2016	1.0447	
Adjustment		$16,446,547
FY 2015-2016 Appropriation Limit		$384,378,257

Article XIIIB places a limit on most, but not all, government revenue sources. The limit applies to appropriations from proceeds of taxes from both the general fund and special funds of government entities. Proceeds of taxes include tax revenues, interest earnings on invested tax revenues, and any revenues collected by a regulatory license fee or user charge in excess of the amount needed to cover the cost of providing the regulation, product, or service.

Appropriations from nontax revenues, including the City's enterprise funds, are not subject to the limit.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-207

RESOLUTION APPROVING IN-KIND SUPPORT FOR THE MODESTO KIWANIS CLUB 4TH OF JULY FESTIVITIES

WHEREAS, the City of Modesto recognizes the importance of family friendly activities; and

WHEREAS, the Modesto Kiwanis Club is hosting the 4th of July Parade in Modesto; and

WHEREAS, the Modesto Kiwanis have expressed the desire to host a family friendly event after the parade; and

WHEREAS, the Modesto Kiwanis Club has requested in-kind sponsorship use of Centre Plaza tables, chairs, linens and applicable labor to set up and breakdown the event; and

WHEREAS, the Modesto Kiwanis Club has requested the City of Modesto provide labor to install custom poles in Tenth Street Place Plaza; and

WHERAS, the Modesto Kiwanis Club is requesting the City of Modesto waive fees associated with permits; and

WHEREAS, the Modesto Kiwanis Club is requesting a waiver of rental costs associated with Tenth Street Place Plaza; and

WHEREAS, the Modesto Centre Plaza will incur a loss of rental revenue of approximately $240, plus labor charges. The General Fund will also incur approximately $1,200 in labor costs to install and remove custom poles in the Tenth Street Place Plaza, as well as fees associated with permits and the rental of the Tenth Street Place Plaza.

THEREFORE, LET IT BE RESOLVED, by the Council of the City of Modesto that it hereby approves the in-kind sponsorship use of the requested Centre Plaza equipment, agrees to provide necessary labor to install custom poles in the Tenth Street Place Plaza, waive necessary permit fees and waive rental costs for Tenth Street Place Plaza for the 4th of July festivities. The total cost of the City's in-kind sponsorship, necessary labor and waiver of necessary permit fees and rental costs shall not exceed $5,000.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto on the 23rd day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-208

A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF STANISLAUS AND THE CITY OF MODESTO FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FORMULA PROGRAM FISCAL YEAR 2015 LOCAL SOLICITATION AUTHORIZING A JOINT APPLICATION WITH THE COUNTY OF STANISLAUS, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE MEMORANDUM OF AGREEMENT

WHEREAS, the allocation of Edward Byrne Memorial Justice Assistance Grant (JAG) is based on a formula of population and violent crime statistics, in combination with a minimum allocation to ensure that each state and territory received an appropriate share of funding, and

WHEREAS, the JAG Program allows states, tribes and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions, and

WHEREAS, the City of Modesto Police Department is eligible to apply for $115,970 and Stanislaus County is eligible for $27,249, and

WHEREAS, the City of Modesto Police Department is considered a "disparate" under the terms of this grant because the City is eligible to receive one and one-half (1½) times more than a County (150% more than the County with concurrent jurisdiction), and

WHEREAS, the Modesto Police Department and Stanislaus County are required to submit a joint application for the total eligible allocation of $143,219 and

WHEREAS, recommended distribution of the 2014 JAG funds are as follows:

Probation	$ 6,812
Sheriff	$ 20,437
Sheriff (Administrative Fee)	$ 3,479
Modesto Police Department	$112,491

WHEREAS, the City of Modesto will use its allocation to purchase 800 MHz radios for police officers.

WHEREAS, there is no match required for this grant, and

WHEREAS, the awards are made in the first fiscal year of the appropriation and may be expended during the following three years for a total of four years, and

WHEREAS, Stanislaus County will be the fiscal agent for this grant, and

WHEREAS, the County will charge the City a three percent (3%) administrative fee in the amount of $3,479 to cover the reporting costs associated with the grant, and

WHEREAS, the administrative fee reduces the City's total projected grant award to $112,491 ($115,970 less the 3% administrative fee of $3,479), and

WHEREAS, the grant requires that a trust fund must be established for fund deposits, and funds cannot be commingled with funds from any other source, and

WHEREAS, the Memorandum of Agreement states that the City agrees to provide the County a quarterly financial and programmatic report not later than fifteen (15) calendar days after the end of the quarter, and

WHEREAS, grant requires a signed Memorandum of Agreement for the application,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Memorandum of Agreement between the County of Stanislaus and the City of Modesto for the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program Fiscal Year 2015 Local Solicitation, authorizing a joint application with the County of Stanislaus.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the grant application upon award.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-209

RESOLUTION APPROVING AMENDMENT NO. 1 TO AGREEMENT WITH STANISLAUS COUNTY FOR THE LEASE OF SPACE AT THE CITY OF MODESTO TRANSPORTATION CENTER, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AMENDMENT

WHEREAS, the City of Modesto Downtown Transportation Center was designed to be an intermodal public transit facility, and

WHEREAS, a lease agreement was entered into by the City of Modesto and Stanislaus County on the 4th Day of November, 2009 to lease space in the Modesto Transportation Center located at 1001 Ninth Street, Modesto, and

WHEREAS, the Stanislaus County transit service (Stanislaus Regional Transit) has been using the Center as a transfer point since 1994, and

WHEREAS, Stanislaus County currently leases three (3) bus parking bays at the Center as described in the Lease Agreement between the City and County dated November 4, 2009; and,

WHEREAS, Stanislaus County desires to lease one (1) bus parking bay in addition to the three (3) parking bays it currently leases; and

WHEREAS, the City of Modesto has one (1) additional bus parking bay it is willing to lease to Stanislaus County.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves Amendment No. 1 to the Lease Agreement with Stanislaus County for the lease of space at the City of Modesto Transportation Center.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Amendment No. 1.

The forgoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, By Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and this resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-210

RESOLUTION AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO APPROVE AMENDMENT NO. 2 TO THE EXISTING EXTENSION OF THE AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU) WITH STANISLAUS COUNTY TO EXTEND THE TERM OF THE MOU FOR THE DISBURSEMENT OF FUNDS HELD IN THE AB939 SOURCE REDUCTION AND RECYCLING ACCOUNT

WHEREAS, pursuant to a Memorandum of Understanding ("MOU") between the City of Modesto ("City") and the County of Stanislaus ("County"), which was executed on August 25, 1994, the City's proportional share of funds from the AB 939 Source Reduction and Recycling Account are disbursed to the City on an ongoing quarterly basis for waste diversion programs, and

WHEREAS, in June 1997, the City executed an Amendment to the MOU with the County to allocate a portion of the fees to cover the cost of preparing quarterly "disposal-based" reports for the City, and

WHEREAS, in November 2000, the City executed an extension to the Amendment to the MOU with the County for disbursement of funds held in the AB939 Source Reduction and Recycling Account, and

WHEREAS, said reports provide the basis for the City's Annual Report to the State on attainment of the mandated reduction in disposal and the City's portion of the costs of preparing the quarterly reports is $7,500.00, and

WHEREAS, AB 939 plans have been completed and are in continuous implementation phases, and the Public Resources Code allows the ongoing collection of solid waste fees for solid waste diversion program implementation.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that Amendment No. 2 to the Amendment of the Extended Memorandum of Understanding

("MOU") between the City of Modesto and the County of Stanislaus is hereby approved for the extension and disbursement of funds held in the AB 939 Source Reduction and Recycling Account, and

BE IT FURTHER RESOLVED that the City Manager or his authorized designee is hereby authorized to execute said Amendment No. 2, and,

BE IT FURTHER RESOLVED that the City and the County desire to amend the AB 939 Memorandum of Understanding ("MOU") retroactive from the date of expiration to provide for the continuance of the existing MOU which will remain in effect until such time as the parties agree to terminate the MOU effective upon 30 days written notice to the other party.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-211

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MODESTO APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) WITH STANISLAUS COUNTY FOR THE REDUCTION OF DISPOSAL CHARGES ("TIP FEES") AT THE FINK ROAD LANDFILL AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE SAID MOU

WHEREAS, Stanislaus County's solid waste management system includes the Fink Road Landfill (Landfill), the Waste-to-Energy (WTE) facility, and the Household Hazardous Waste (HHW) facility, and

WHEREAS, delivery of adequate waste to each of these components of the County's solid waste management system is critical because tipping fees not only fund these current operations as required to meet State regulations, they also fund the ongoing closure and corrective action activities associated with the Geer Road Landfill, and

WHEREAS, the City and the County are obligated to deliver a minimum of 243,300 tons per year to the WTE facility under their Agreement with Covanta, Stanislaus, and

WHEREAS, the County has recently renegotiated its 2001 Regional Agency agreements with the other cities, and those jurisdictions have agreed to deliver 62% of their annual solid waste tonnages to the WTE facility and 38% of their annual solid waste tonnages to the Fink Road Landfill for the next 10 years, and

WHEREAS, this reduces the amount of waste that both the City and the County need to deliver to the two facilities, and

WHEREAS, Modesto now needs to deliver a minimum of 108,000 tons annually to the WTE facility (annual deliveries will remain at approximately 120,000 tons per year to keep the facility running at peak) and at least 12,000 tons per year to the Fink Road Landfill (annual deliveries are now 18,000 to 23,000 tons), and

WHEREAS, the current tip fee at the Landfill is $33 per ton, and

WHEREAS, the City has negotiated an MOU with Stanislaus County to decrease the tip fee charged for City wastes at the Fink Road Landfill to $26 per ton consistent with the fees to be charged to the other cities, and

WHEREAS, in exchange for the lower tip fee, the City will guarantee a minimum delivery of 12,000 tons to the landfill annually for 10 years, and

WHEREAS, under this MOU, the tip fee would escalate to $29 per ton in 2024/2025, and

WHEREAS, the decrease in costs at the Fink Road landfill will reduce disposal rates to the ratepayers by approximately $84,000 to $126,000 per year for residential and commercial bin customers, which decreases will be factored into the maximum rate structure.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the **attached** Memorandum of Understanding ("MOU") between the City of Modesto and the County of Stanislaus is hereby approved for the reduction of tip fees at the Fink Road Landfill.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute said MOU.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C,
Modesto, Ca 95358-9492
Phone: (209) 525-6700
Fax: (209) 525-6774

MEMORANDUM OF UNDERSTANDING BETWEEN STANISLAUS COUNTY AND THE CITY OF MODESTO FOR SOLID WASTE DISPOSAL AT THE FINK ROAD LANDFILL

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by and between the County of Stanislaus, (hereinafter referred to as "County") and the City of Modesto (hereinafter referred to as "City"), on _____.

RECITALS

WHEREAS, under California Integrated Waste Management Act of 1989 (the "Act"; Pub. Resources Code § 4000 et seq.), each of the parties is required to develop plans and implement programs for solid waste disposal and diversion within their respective jurisdictions; and

WHEREAS, the County and City have entered into a Service Agreement with Covanta Stanislaus, Inc. to supply acceptable solid waste to the Waste to Energy Facility, which Service Agreement guarantees the flow of a minimum of 243,300 tons of acceptable waste to the Waste to Energy Facility, and provides for disposal capacity for bypass waste from the Facility at the Fink Road Landfill, and for the disposal of combustion ash in a designated Class II monofill at the Fink Road Landfill; and

WHEREAS, the County and City have entered into an "Agreement Relating to the Administration of the Service Agreement for Supply and Acceptance of Solid Waste", which Agreement establishes the proportional responsibilities of County and City for deliveries of acceptable waste to the Waste to Energy Facility; and

WHEREAS, the Countywide Siting Element, Summary Plan, and the City of Modesto's Source Reduction and Recycling Element identify waste disposal capacity which is located in the unincorporated area of the County as the method of meeting the state's 15-year minimum disposal capacity requirement; and,

WHEREAS, to ensure that each party has sufficient long term disposal capacity to meet the requirements of state law and the contractual commitments of the Service Agreement with Covanta, the County and City now desire to enter into an MOU for Disposal to ensure that the Fink Road Landfill (hereinafter referred to as "Landfill") both remains in operation and is operated as economically as possible.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

AGREEMENT

1. Scope of Agreement

1.1 County and City acknowledge that it is beneficial to ensure optimum deliveries of acceptable solid waste to the Fink Road Landfill to maintain the financial viability of the Landfill and to ensure ongoing capacity to meet regulatory and contractual obligations.

1.2 County shall provide City, and City's contracted Haulers ("Haulers") on behalf of City, the right to deposit for disposal in a lawful manner, acceptable solid waste and nonhazardous solid waste generated within the limits of City, as such may now exist and as such limits may exist at any time during the term of this contract.

1.3 The City, in cooperation with its Haulers, agrees to direct its Haulers to transport no less than 12,000 tons and up to 18,000 tons annually of its acceptable solid waste disposal tonnage, to the Landfill in conformance with the provisions of the City's adopted AB 939 Plans.

2. Consideration

2.1 In consideration for entering into this MOU, wastes from the City delivered by its Haulers, will be charged a discounted tipping fee beginning at $26 per ton, at the Landfill, as set by the Stanislaus County Board of Supervisors (hereinafter referred to as the "Board"), and adjusted periodically as set forth in Schedule 1 of this MOU.

2.2 The Hauler shall pay the County the Schedule 1 discounted per ton tipping fee for each ton of municipal solid waste directed by the City to be delivered to the Landfill per this MOU.

3. Payment Terms

3.1 County shall calculate the fees owed by each Hauler based on the scale-house reports.

4. Term

4.1 The term of this MOU shall be from June 1, 2015, and end June 30, 2025, unless sooner terminated as provided below or unless some other method or time of termination is listed herein.

4.2 Should either party default in the performance of this MOU or materially breach any of its provisions, the other party, at that party's option, may terminate this MOU by giving written thirty (30) day notification to the other party.

5. MOU Extension

5.1 This MOU may be extended, for a five (5) year term extension with the same terms and conditions, with the exception of the tipping fee. A written notice of renewal or nonrenewal shall be served by either party 60 days prior to the end of initial term. If the notice of nonrenewal is served by either party then the MOU shall terminate on June 30, 2025.

6. Miscellaneous Provisions

6.1 Amendment. This MOU may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed by the City and by the County.

6.2 Notices. All notices permitted or required by this MOU or by law to be served on or given to either party hereto by the other party, shall be in writing and shall be effective when personally delivered to the party to whom it is directed, or in lieu of personal service, when deposited in the United States mail addressed as follows, or any other address designated by the party:

To: County of Stanislaus:
Department of Environmental Resources
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Attn: Susan M. Garcia, C.P.M

To: City of Modesto:
Solid Waste Manager
Public Works Department
P.O. Box 642
Modesto, Ca. 95353

6.3 Disposal Site. The Waste to Energy Facility and Fink Road Landfill are served by a scale house which is operated by County staff and which weighs materials delivered to the two facilities. The parties agree that for the tonnages of waste the City commits to delivering to the County in this MOU the City will direct its Hauler to take the waste to the Landfill and County staff will ensure that the waste is directed to the correct facility. County staff will notify the City of any failure of City's Hauler to deliver waste to the designated facility.

6.4 Nonhazardous Solid Waste. "Nonhazardous Solid Waste" means, for the purpose of this MOU waste which may be disposed of in a Class III sanitary landfill in accordance with local, State and Federal regulations.

6.5 Collection and Transportation Within the City. Notwithstanding the provisions of this MOU, the City retains the right to regulate all aspects of the collection, transportation, and disposition of all solid waste originating within the boundaries of City.

7. Force Majeure. Except as otherwise expressly provided in this MOU, if the performance of any act required to be performed by either County or City is prevented or delayed or made impracticable by reason of any act of God, strike, lockout, labor trouble, inability to secure materials, Change in Law or regulations, or any other cause (except financial inability) not the fault of the Party required to perform the act, the time for performance of the act will either be extended for a period equivalent to the period of delay or performance of the act will be excused.

7.1 "Change in Law" as used herein means the enactment, promulgation, amendment or official interpretation or reinterpretation by any order, decision or judgment of any federal, state or local court, administrative agency or governmental body after the Effective Date of (i) any federal statute or regulation not enacted, promulgated, amended, interpreted or reinterpreted on or before the Effective Date, as applicable, or (ii) any state, County or City statute, ordinance, or regulation that was not so enacted, promulgated, amended, interpreted or reinterpreted on or before the Effective Date, as applicable, or establishes requirements making the ownership, operation or maintenance of the Landfill more burdensome than the most stringent requirements (x) in effect as of the Effective Date, (y) agreed to in any applications of the County for official permits, licenses, or approvals, or (z) contained in any official permits, licenses, or approvals with respect to the Landfill obtained as of the Effective Date; provided that a lawful change in federal, State, County, City, or any other tax law shall not be a Change in Law.

a. If there is a Change in Law that materially affects operations of the Fink Road Landfill, the Parties hereto agree to act in good faith to amend or renegotiate this MOU to effectuate the purpose of this MOU as stated herein above.

b. If there is a Change in Law that materially affects the requirements for the City regarding the reuse, recycling, composting or any other form of diversion of solid waste from disposal, including, but not limited to an increase in the percentage of solid waste required to be diverted, as well as changes to applicable diversion credits, the Parties hereto agree to act in good faith to amend or renegotiate this MOU.

c. The Party whose performance of this MOU is affected pursuant to this Section shall give notice of the conditions affecting performance to the other Party within thirty (30) calendar days that the Party becomes aware that any Change in Law will materially affect performance of this MOU.

d. Upon receiving notice pursuant to this Section, the Parties will have one hundred eighty (180) days to renegotiate this MOU If the Parties do not agree that a Change in Law materially affects performance of this MOU pursuant to this Section, then either Party may request binding mediation, to be paid equally by both Parties, to determine whether the Change in Law is material. Either Party may terminate the MOU upon three days written notice if it is determined that a material Change in Law has occurred, and the Parties do not renegotiate the Agreement within one hundred eighty (180) days.

IN WITNESS WHEREOF, the parties have executed this MOU on _____, 2015.

COUNTY OF STANISLAUS

By: _____
Terrance Withrow
Chair of the Board of Supervisors

"County"

ATTEST: Christine Ferraro Tallman
Clerk of the Board of Supervisors or the
County of Stanislaus, State of California

By: _____
County Clerk

APPROVED AS TO CONTENT:
Department of Environmental Resources

By: _____
Jami Aggers
Director

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: _____
Thomas Bose
Deputy County Counsel

(City Signatures on the next page)

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF _____

By: _____
(Name/Title)

_____
(Department)

ATTEST:

By: _____
City Clerk

"CITY"

SCHEDULE 1 - DISPOSAL RATES (per ton):

Fiscal Year	Fink Road Landfill
2015/2016	$26.00
2016/2017	$26.00
2017/2018	$26.00
2018/2019	$27.00
2019/2020	$27.00
2020/2021	$27.00
2021/2022	$28.00
2022/2023	$28.00
2023/2024	$29.00
2024/2025	$29.00

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-212

RESOLUTION AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO APPROVE THE AWARD OF BID FOR CONSTRUCTION OF THE AIRPORT PERIMETER FENCE REHABILITATION PROJECT, AIRPORT RUNWAY 10L-28R SHOULDER REHABILITATION PROJECT AND THE WEST APRON RECONSTRUCTION PROJECT

WHEREAS, the Modesto City-County Airport (Airport) is a federally obligated facility and is required to meet Federal Aviation Administration (FAA) standards, per FAA Regulation (FAR) Part 139.305 Maintaining paved areas, Part 139.311 Maintaining FAA approved marking, signage and lighting and 139.335 providing Public Protection, Subpart D, and

WHEREAS, the FAA previously identified deficiencies that include runway, shoulder and west apron maintenance; marking, signage and lighting; and public protection through security and perimeter fencing, and

WHEREAS, Council approved Resolutions 2014-237, 2013-343 and 2013-344 for agreements with Kimley-Horn and Associates (KHA) to perform engineering, design and construction on various airport projects, including the runway 10L-28R shoulder rehabilitation, west apron reconstruction, perimeter fence rehabilitation, electrical, signage and marking plan and stormwater/drainage master plan.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the City Manager, or his designee, to approve the award of bid for construction to the contractor with the lowest most responsive and responsible bid for the Airport Perimeter Fence Rehabilitation Project, Airport Runway 10L-28R Shoulder Rehabilitation Project and the West Apron Reconstruction Project, and

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to sign the award of bid for construction regarding the Airport Perimeter Fence Rehabilitation Project, Airport Runway 10L-28R Shoulder Rehabilitation Project and the West Apron Reconstruction Project.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-213

RESOLUTION AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO APPROVE AND SIGN A FEDERAL AVIATION ADMINISTRATION (FAA) GRANT OFFER FOR $3,706,362

WHEREAS, the Modesto City-County Airport (Airport) is part of the Federal airport system and eligible for Federal funding, and

WHEREAS, as airport sponsor, the City is eligible each year for entitlement and discretionary funds that provide 90.66% for the FAA Airport Capital Improvement Program (ACIP), and

WHEREAS, the local 9.34% match required for grants will be paid from a City Local Match (TBD) and potentially Passenger Facility Charges (PFC's) that have been previously collected, and

WHEREAS, the Airport has various airport improvement projects and FAA Grant Applications that will be made regarding those projects, and

WHEREAS, the FAA Grant offers when made, require a seven (7) day acceptance and signature timeline.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the City Manager, or his designee, to approve and sign a FAA grant offer $3,706,362.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-214

RESOLUTION APPROVING THE FUNDING AND IMPLEMENTATION OF A RESIDENTIAL TURF REPLACEMENT PROGRAM AT AN ANNUAL COST OF $100,000

WHEREAS, California is experiencing exceptional drought conditions and the State Water Resources Control Board (Water Board) has adopted emergency drought regulations to govern the use of urban water in California, and

WHEREAS, the Water Board recently mandated the City of Modesto's water system to decrease water use by 36%, and

WHEREAS, for several years the City of Modesto has been proactive in educating our customers via our Water Conservation Program through increased advertising, providing information and educational materials at public events, and funding rebate incentives such as the High Efficiency Toilet and Washer Rebate Programs, and

WHEREAS, Outdoor water use accounts for approximately 70% of total residential water consumption during the summer months, and

WHEREAS, to decrease outdoor water use, a number of California water agencies and cities have implemented turf replacement programs such as "Cash for Grass" or Lawn to Garden", and

WHEREAS, these agencies are estimating an average savings of 34-40 gallons per square foot of converted lawn, and

WHEREAS, a Residential Turf Replacement Rebate Program has been developed for homeowners who receive their water from the City of Modesto's water system, and

WHEREAS, customers will be required to convert their lawn areas to low water use plants or other permeable landscapes to be approved for the rebate program,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the funding and implementation of a Residential Turf Replacement Program at an annual cost of $100,000.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

DRAFT

Residential Turf Replacement

The City of Modesto is offering rebates to our residential water customers who replace their grass with drip-irrigated low-water-use plants, permeable hardscape, or polyethylene/nylon artificial turf products. Funding is limited and applications will be accepted on a first-come, first-served basis. The City reserves the right to terminate this program at any time, for any reason.

Rebate Offer

The City is offering $.50 per square foot of turf removed, per site with a maximum of $500 per Single-Family residence (equivalent to 1,000 square feet converted area) Offer is limited to **one** rebate per City of Modesto water account.

Customers may remove more turf area than is covered by the rebate program, but the per site maximum rebate amount will still apply.

Application and Inspection Process

stomers must submit an application to the City and provide a photo, a wing of the plan for the area to be converted (rough sketch okay), a list of the low-water-use plants to be used.

Customers must consent to **Pre- and Post- Inspection site visits** by the City of Modesto Water Conservation staff in order to apply and qualify for the Turf Replacement rebate.

At the **Pre-Inspection** visit, City staff will measure the proposed conversion area and verify that the site meets the program's terms and conditions. If approved, the City will mail the customer a **Notice to Proceed**.

Lawn conversions must be completed within 60 days of the date of the Notice to Proceed. To ensure water savings are achieved, the **converted area must remain in compliance with the program terms and conditions for a period of five (5) years** following receipt of the rebate. An applicant may be charged part or the entire rebate amount at the City's discretion if the terms or conditions have been violated.

At Post-Inspection, applicant must provide a list of plants, hardscape, and artificial turf materials used in the conversion. If conversion fails inspection, applicant will be given thirty (30) days to bring the project into compliance.

Following the Post-Inspection visit, and up on final approval by the City's Water Conservation staff, the City will issue a rebate to the applicant within four to six weeks.

Terms and Conditions

- Program is open to all homeowners whose property is served by the City of Modesto's Water System. Applicant's account must be in good standing.
- Lawn areas to be converted must be currently maintained anc in healthy condition. *Lawns already removed at the time of pr inspection are not eligible for rebate.*
- **Landscaping Requirements for Converted Area:**

  Plants – must be drought tolerant and adapted to our climate. Helpful resources for water wise plant selection are available http://www.modestogov.com/pwd/water/conservation/links.asp All planting areas must have a minimum of three (3) inches of mulch.
  Hardscape – must be of permeable material (e.g., decomposed granite.) Impermeable materials such as concrete are not allowed as part of the conversion area.
  Artificial Grass – must be installed by a licensed contractor i accordance with manufacturer's specifications. Installation must be permeable to water and air. Only polyethylene and nylon artificial turf products are eligible for rebate. Patio carpe and other "Astroturf" type products are not eligible.
  Irrigation System – if used for the converted area must be lo volume drip. The system must be in good working order, free of leaks and malfunctions. If only part of the lawn is converte the new planting area must be irrigated on a separate valve from the remaining lawn. Sprinkler system for the remaining lawn must be modified to avoid spray onto the converted area

If you are interested in applying for the Residential Turf Replacement Program rebate, please call the City of Modesto Water Services Division at (209) 342-2246 to schedule a Pre-Inspection visit. A Water Conservation staff member will inspect and measure your conversion area. Do not remove lawn until you receive the Notice to Proceed and pre-approved Application from the City.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-215

RESOLUTION APPROVING AN AGREEMENT WITH RAND COMMERCIAL PROPERTIES FOR ON-CALL REAL ESTATE BROKER SERVICES FOR VARIOUS UTILITIES DEPARTMENT – CAPITAL IMPROVEMENT PROGRAM PROJECTS FOR ONE YEAR, WITH TWO (2) ONE-YEAR EXTENSION OPTIONS, AT THE SOLE DISCRETION OF THE CITY, IN AN AMOUNT NOT TO EXCEED $100,000 PER YEAR, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT, AND UP TO TWO ONE-YEAR EXTENSION OPTIONS

WHEREAS, the Utilities Department (Utilities) occasionally receives requests to market and sell certain surplus City parcels, and

WHEREAS, in order to facilitate the requests, Utilities has determined the best method to market the properties is through the use of professional real estate brokers, and

WHEREAS, real estate firms have the resources to widely list the surplus properties, by using numerous listing and advertising services for maximum exposure to the general public, and

WHEREAS, on December 10, 2014, in compliance with Administrative Directive 3.1, Selection Procedures for Professional Consultants Who Provide Architectural and Engineering Services for Capital Projects, a Request for Qualifications and Proposals was initiated to perform on-call real estate broker services, and

WHEREAS, the Request for Qualifications was sent to seven (7) real estate broker firms and we received responses from two (2) firms who provided Qualification Statements and Proposals, and

WHEREAS, one firm, Rand Commercial Properties (Rand) was chosen as the most qualified since it is licensed by the state and has several years' experience in marketing and selling Modesto area properties, and

WHEREAS, Rand Commercial Properties is deemed qualified to provide the requested on-call real estate broker services in a timely, efficient, and cost effective manner, and

WHEREAS, Rand Commercial Properties of Modesto, has over 35 years of local real estate experience and has previously worked with the City of Modesto successfully selling and leasing various properties, and

WHEREAS, Rand will charge the City a five percent (5%) commission rate, which is less than the real estate industry standard rate, and

WHEREAS, Rand is a smaller firm, not associated with a national chain, and

WHEREAS, Rand has a proven track record of successfully bringing together sellers and buyers, and has previously represented the City in selling and leasing City property, and

WHEREAS, no new budget allocation will be sought because the project specific task orders under the agreement will be paid from existing CIPs, and

WHEREAS, Rand will submit a written scope of services outlining the specific work, schedule, and cost estimate associated with each task order, and

WHEREAS, Rand will perform no service until Capital Improvement Services management has approved the proposed specific task order and a written Notice to Proceed (NTP) is prepared and sent to Rand prior to commencement of services, and

WHEREAS, at time of closing, Rand shall be paid commission out of proceeds from the sale of the subject property by the title company, and

WHEREAS, revenues from the proceeds from property sales will be returned to each specific CIP project that originally funded the project, or determined on a case by case basis, and

WHEREAS, City staff recommends an On-call Appraisal and Consultant Services Agreement with Rand be approved,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with Rand Commercial Properties for On-call Appraisal and Consultant Services for various Utilities Department – Capital Improvement Program projects for one year, with two one-year extension options at the sole discretion of the City in an amount not to exceed $100,000 per year. Total cost for three years is not to exceed $300,000.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute said Agreement with Rand Commercial Properties, and up to two one-year extension options.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-216

RESOLUTION APPROVING AN AMENDMENT TO AGREEMENT WITH KLEINFELDER, INC. TO PROVIDE ADDITIONAL TEST BORING SERVICES FOR TIVOLI WELL IN AN AMOUNT NOT TO EXCEED $133,000, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AMENDMENT TO AGREEMENT

WHEREAS, the Tivoli Test Well project was created to drill a pilot test hole in the Tivoli Specific Plan (SP) area to determine if a developer's proposed location is capable of providing 1,500 gallons per minute (gpm) of water suitable for water supply, and

WHEREAS, Community and Economic Development Department-Planning Division staff has indicated a new well is required to be operational within two years to meet these projected development needs, and

WHEREAS, the project was initially advertised for bids on April 12, 2014, with no bids received, and

WHEREAS, drillers who received bid documents were contacted and all indicated a backlog of work ranging from 6 to 18 months, and

WHEREAS, the project was re-advertised for bids on October 15, 2014 and, three bids were received, and

WHEREAS, the lowest bid was 101.6% above the engineer's estimate; the other two bids were 105.8% and 213.2% above with no local bidders, and

WHEREAS, several local well drillers were contacted and all indicated a backlog of work ranging from 18 to 24 months due to the intense demand for drilling new irrigation wells in the area, and

WHEREAS, on January 27, 2015, City Council rejected bids, by Resolution No. 2015-18, based on staff recommendations to re-evaluate the existing water supply and reduce the scope of work, and

WHEREAS, staff explored alternate methods of subsurface investigation, with the emphasis on shortened time and reduced costs, and

WHEREAS, on March 19, 2015, the City Manager approved an agreement with Kleinfelder, Inc. (a local consultant) to conduct a test boring in the amount of $49,000, and

WHEREAS, because the fees for this work were less than $50,000, it was considered a Minor Project per Administrative Directive 3.1, Selection Procedures for Professional Consultants Who Provide Architectural and Engineering Services for Capital Projects, and

WHEREAS, drilling was performed April 20 through 27, 2015, to a depth of 500 feet below ground surface, and

WHEREAS, results showed the proposed site was not suitable for a production well, and

WHEREAS, two alternative locations have been identified, the City-owned Mary Grogan park site, and the future well location indicated in the Tivoli SP area, and

WHEREAS, staff recommends that the amendment to the agreement with Kleinfelder be approved to include similar investigations to a depth of 600 feet bgs at these two potential well sites to determine suitability for a 1,500 gpm production well, as required by the SP,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Amendment to Agreement with Kleinfelder, Inc. to provide additional test boring services for Tivoli Well in an amount not to exceed $133,000.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Amendment to Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-217

RESOLUTION APPROVING THE WATERFORD-HICKMAN WATER SYSTEMS PURCHASE AGREEMENT WITH THE CITY OF WATERFORD TO PURCHASE THE WATERFORD-HICKMAN WATER SYSTEMS FOR $2.6 MILLION, EFFECTIVE JULY 1, 2015, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, in 1995, the City of Modesto purchased the water systems owned by Del Este Water Company, which included the independent systems that served the City of Waterford (Waterford) and the City of Hickman; and

WHEREAS, the two systems include eight wells with approximately 2,400 customers; and

WHEREAS, previously, Waterford had requested to purchase the system in 1996 and 2003; however, due to financial constraints, the negotiations were stopped; and

WHEREAS, negotiations resumed in late 2012, and Waterford hired an engineering firm to update the previous appraisal done by Bookman-Edmonston that valued the Waterford and Hickman water systems at $2.625 million; and

WHEREAS, the updated study produced a value of $2.607 million for the water systems; and

WHEREAS, Waterford made offers to the City of Modesto for $1 million, $1.5 million, and finally $2 million in late 2013; and

WHEREAS, the City of Modesto countered with $2.6 million and, after negotiations stalled for over a year, Waterford agreed to the sale price of $2.6 million in October 2014; and

WHEREAS, this Agreement was conditional on Waterford obtaining the necessary permits from the State Water Resources Control Board to operate the water

systems, contingent upon the City of Modesto providing temporary operations and maintenance assistance, and Waterford demonstrating they have the capability to fund the required water system improvements; and

WHEREAS, City staff is recommending approval of this agreement for the sale of the Waterford-Hickman water systems to the City of Waterford effective July 1, 2015.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Waterford-Hickman Water Systems Asset Purchase Agreement with the City of Waterford to purchase the Waterford-Hickman water systems for $2.6 million effective July 1, 2015, in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute said Agreement with the City of Waterford.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-218

RESOLUTION APPROVING THE SHORT-TERM OPERATIONS AND MAINTENANCE SERVICES AGREEMENT FOR THE WATERFORD AND HICKMAN WATER SYSTEMS WITH THE CITY OF WATERFORD FOR THE CITY OF MODESTO TO PROVIDE TEMPORARY ASSISTANCE IN OPERATING THESE WATER SYSTEMS, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, in 1995, the City of Modesto purchased the water systems owned by Del Este Water Company, which included the independent systems that served the City of Waterford (Waterford) and the City of Hickman; and

WHEREAS, the two systems include eight wells with approximately 2,400 customers; and

WHEREAS, previously, Waterford had requested to purchase the system in 1996 and 2003; however, due to financial constraints, the negotiations were stopped; and

WHEREAS, negotiations resumed in late 2012, and Waterford hired an engineering firm to update the previous appraisal done by Bookman-Edmonston that valued the Waterford and Hickman water systems at $2.625 million; and

WHEREAS, the updated study produced a value of $2.607 million for the water systems; and

WHEREAS, Waterford made offers to the City of Modesto for $1 million, $1.5 million, and finally $2 million in late 2013; and

WHEREAS, the City of Modesto countered with $2.6 million and, after negotiations stalled for over a year, Waterford agreed to the sale price of $2.6 million in October 2014; and

WHEREAS, this Agreement was conditional on Waterford obtaining the necessary permits from the State Water Resources Control Board to operate the water systems, contingent upon the City of Modesto providing temporary operations and maintenance assistance, and Waterford demonstrating they have the capability to fund the required water system improvements; and

WHEREAS, Staff is recommending approval of the Short-term O and M Agreement with the City of Waterford to provide these services.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Short-term Operations and Maintenance Agreement for the Waterford and Hickman water systems for the City of Modesto to provide temporary assistance in operating these systems, in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute said Agreement with the City of Waterford.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-219

RESOLUTION ADOPTING THE "SAFER NEIGHBORHOODS INITIATIVE," A CITYWIDE PLAN, WHICH IS A COMPONENT OF THE CITY'S STRATEGIC PLAN, TO EXPLORE NEW APPROACHES TO PUBLIC SAFETY TO REDUCE CRIME, IMPROVE POLICE AND FIRE RESPONSE TIMES, AND INCREASE PARTICIPATION AND COLLABORATION WITH NEIGHBORHOOD GROUPS BY FOCUSING RESOURCES ON: CRIME AND FIRE PREVENTION, PUBLIC SAFETY RESOURCES DEPLOYMENT, GROWING NEIGHBORHOOD LEADERSHIP CAPACITY, POSITIVE YOUTH ACTIVITIES, AND HOMELESSNESS AND TAGGING PREVENTION

WHEREAS, on June 9, 2015, staff conducted a Council workshop to discuss the Safer Neighborhood Initiative; and

WHEREAS, at this workshop staff presented information on the state of the City, including its economic recovery from the recession, the changing environment of City government, and the increased momentum of community collaboration, and

WHEREAS, the Safer Neighborhood Initiative is contained in **Attachment** A; and

WHEREAS, additional revenues of approximately $14 million are needed by the City's General Fund to implement the Safer Neighborhood Initiative; and

WHEREAS, at the conclusion of the special Council meeting on June 16, 2015, Council directed staff to prepare agenda items for consideration on June 23, 2015 to adopt the Safer Neighborhood Initiative as well as one half of one percent (.50%) sales tax ballot measure and an accompanying advisory measure.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby adopts the "Safer Neighborhoods Initiative," a Citywide plan, which is a component of the City's Strategic Plan, to explore new approaches to public safety to reduce crime, improve police and fire response times, and increase participation and

collaboration with neighborhood groups by focusing resources on: crime and fire prevention, public safety resources deployment, growing neighborhood leadership capacity, positive youth activities, and homelessness and tagging prevention.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	Lopez
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

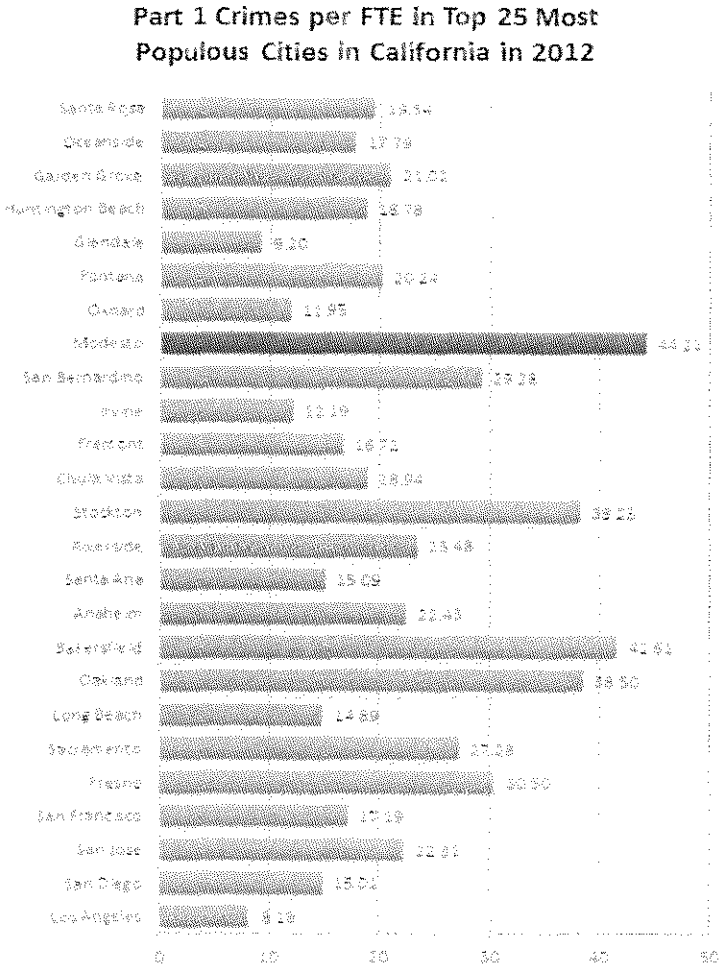
By: _____
ADAM U. LINDGREN, City Attorney

Safer Neighborhoods Initiative

Explore new approaches to public safety, working in partnership with the community to reduce crime and maintain a safe and inviting community in which to live, work and play. Increase collaboration with neighborhoods and school district(s) to achieve quality of life improvements, and safe neighborhoods through supporting community self-reliance, problem solving, capitol improvements, and public/private partnerships.

1. Explore progressive crime and fire prevention techniques

    a. **Engage in community policing** with a target of 35% unassigned time allotment for patrol officers to have the available time to engage members of our community, solve neighborhood issues and proactively engage in fighting crime. The Modesto Police Department currently has one of the highest workloads per officer in the top 25 most Violent Cities in California. **INVEST – $2.85M for 20 additional police officers, and 3 patrol sergeants**



b. **Re-establish the "Beat Health" Program** creating a multi-functional team consisting of police officers, code enforcement officers, community service officers and a dedicated city attorney that works together with property owners, neighborhoods and businesses to mitigate and rehabilitate nuisance properties that draw crime into our neighborhoods. **INVEST $2.7 M for 16 police officers, 2 police sergeants, 2 Code Enforcement officers and 1 city attorney**

c. **Enhance Detective Unit** – Currently the City of Modesto has approximately one detective to every 10,000 citizens with 21 detectives. Crimes are triaged and only cases with the most suspect information is assigned to detectives. Enable Investigations Division to investigate crimes with workable leads rather than triaging cases and only assigning cases with the most suspect information. Further enhance safety in our neighborhoods by creating a team of detectives to work human trafficking, sex registrants and vice related investigations. **INVEST $1.8M for 12 detectives, 1 community service officer and 2 police sergeants**

d. **Enhance Area Commands** - Area commanders for the police department work as both a watch commander as well as the area commander. Due to duties that running operations as a watch commander as well as numerous other ancillary assignments, the area commanders are not able to spend the time necessary to fully incorporate and optimize our area command concept. Investing in four additional lieutenants would allow for a full time Area Commander for each command in the city, further building accountability and ensuring the mission of the great safe neighborhoods is carried out in an optimal manner. **INVEST - $550K for 4 police lieutenant / area commanders**

e. **Enhance Fire Inspection Service** – Fire Inspectors ensure a safe community by providing fire inspections, plan check and approvals on new buildings and businesses and provide fire and life safety education to our citizens. The number building fires have increased by 35% since 2010. Many of these fires are in vacant buildings and houses. Adding two fire inspectors would allow us to be more proactive in preventing these fires through working with NPU and PD to eradicate vacant and blighted buildings. The new positions would also dedicate time to Emergency Preparedness which is a position that is not currently filled. **Invest- $215 k for 2 fire inspectors**

Performance – Call Volume

MODESTO

Response Statistics	2010	2011	2012	2013	2014
Fire	1,055	1,024	1,172	1,313	1,347
Structure Fire	182	211	150	261	245
Medical Aid	15,160	15,495	14,597	14,354	16,193
HazMat	335	369	409	409	579
Total Incidents	**20,288**	**20,650**	**22,476**	**23,353**	**24,739**

Call Type	% Increase from 2010
Fire	27%
Structure Fire	35%
Medical Aid	22%
HazMat	13%
Total	**22%**

f. **Increase Blight Abatement** and proactive code enforcement – **Invest $200k**

g. **Explore new ordinances** to enhance enforcement and compliance tools – **Invest $100k for legal service**

2. **Ensure the effective use and efficient deployment of public safety resources** based on local need and increase public safety coordination and communication among all city departments

   a. **Create interdepartmental teams** who work with police divisions to provide support for neighborhood residents to reduce crime and improve the health and safety within our neighborhoods (shift of existing resources).

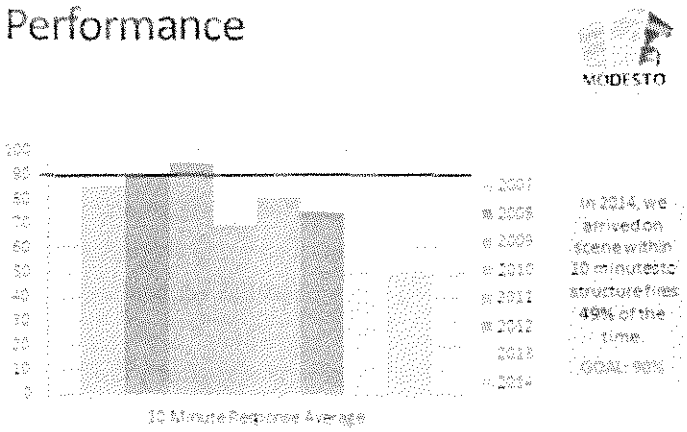
   b. **Expand traffic enforcement** as part of neighborhood safety efforts – Traffic and School safety are key components of safe neighborhoods. Currently four traffic officers and one sergeant are responsible for traffic enforcement citywide, investigating traffic fatalities, driving under the Influence enforcement and Office of Traffic Safety Grant programs. Traffic fatalities have risen in each of the past two years, Modesto has been ranked high 13 out of 56 in cities 100,000 to 250,000 population for traffic accidents and fatalities with 1,333 citizens injured or killed in 2012. The numbers for accident rates after 9pm in Modesto go up to 5 out of 56. In addition the rate of driving under the influence arrests rank 46 out of 56. Traffic officers are also used around schools and school zones to ensure safe passage of children to school. **INVEST $1.4M for 12 traffic officers**

   c. **Establish Permanent Funding for Fire Station 6 -** Currently Fire Station 6 is funded through one time funds from the MRFA dissolution. Our 11 fire stations are strategically located in neighborhoods throughout the city. Emergency calls continue to increase at

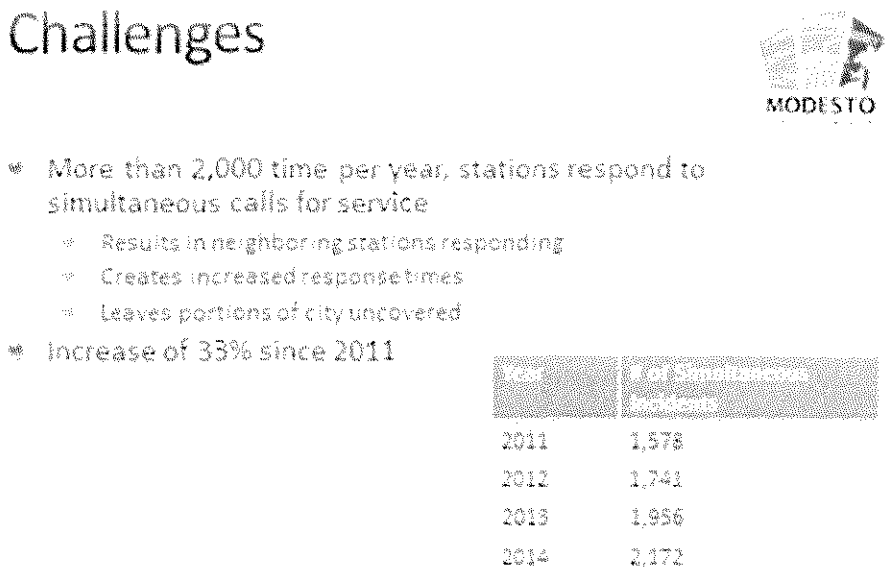
alarming rates while at the same time staffing and fire department resources have been reduced. Further reductions will increase response times and place added stress on fire companies that are already extremely busy. **Invest $1.6M annually**

d. **Re-Staff an additional ladder truck** - An effective force is defined as the minimum number of fire apparatus and personnel on scene of a fire to effectively contain and extinguish the fire. An efficient effective force is essential to provide safe neighborhoods and decrease life loss and property damage. The Modesto Fire Department has seen a dramatic reduction on the ability to place an effective force on scene of a fire within 10 minutes of dispatch. The closure of Truck 5 due to budget cuts has had a direct result on the ability to meet the effective response. Currently, the MFD meets the effective response within 10 minutes of dispatch only 49% of the time. Re-establishing a ladder truck will improve the number of times the fire department provides the effective force within 10 minutes. An additional ladder truck also increases department rescue capabilities, auto extrication, system reliability, and safety for the firefighters and citizens of Modesto. **Invest $1.8M**

e. **Re-Establish the Battalion 2 position** (3 Battalion Chiefs). The fire department operates one shift Battalion Chief per day, as an operational platform. Under the Current platform, the Battalion Chief is responsible for supervising 11 Captains and 5 Relief Engineers each day. The span of control for the Battalion Chief is 16 to 1, well above the standard 3-7 to 1. In addition to the supervision of employees, the shift Battalion Chief is responsible for the command and control of emergency incidents city wide. Due to the heavy call volume and distance of travel, the availability of the shift Battalion Chief for emergencies, is strained. The lack availability is a factor in the declining ability of the fire department to provide an effective force to fires within ten minutes. An additional shift Battalion Chief will provide an increase in leadership, mentorship, system reliability, improve response times and safety for the firefighters and citizens and bring the span of control to a manageable level of 8-1. **Invest $720K for 3 Battalion Chiefs**



f. **Implement Alternate Response Vehicle Program (ARV)** – Two person medical squads, staffed with a paramedic and an EMT, responds to medical and public service calls. These units would be a smaller vehicle, pickup, SUV or ambulance and would keep the fire engines and trucks available for more serious emergencies. Units could also be "peak staffed" meaning they could be utilized in a 10 hour, 12 hour or traditional 24 hour status. These units could also align us for future revenue through public/private partnerships with the private ambulance companies. **INVEST 715k – $1.1M per ARV unit**



3. **Grow neighborhood leadership** and capacity and identify self-help strategies to strengthen neighborhoods

   a. **Implement the Great Neighbors Building Great Neighborhoods Strategy**. The City of Modesto has a rich proud history of civic engagement. Citizens are actively engaged in their neighborhoods, churches and schools. Community based problem solving can be found throughout the City with citizens partnering with the City of Modesto to abate tagging, rebuild infrastructure and to organize community needs. This great work allows for leveraging of resources and maximizing opportunities

   b. **Neighborhood watch is an important program for our Neighborhoods**. The City of Modesto currently has over 300 neighborhood watch groups that are assisted by two Community Service Officers. In order to reach our goal of safe neighborhoods, it is important to have staff available for each area command to focus on outreach, crime-free multi-housing, business watch and capacity building in our neighborhoods. **INVEST 180K for three community service officers in Crime Prevention / Safe Neighborhoods.**

c. **Expand outreach with neighborhoods (PRNS) – INVEST $150k**
    - To be used to strengthen joined efforts through Modesto Neighborhoods Inc. through collateral materials, support and Neighborhood Projects

4. **Support positive youth activities** and engagement and increase public awareness of city-provided services and partnership opportunities

    a. **Expand and enhance Gang prevention**, intervention and suppression efforts through interagency partnerships and collaboration with the community.

    b. **Expand and create youth programs** that provide alternatives to gang participation.

        - Due to staffing reductions over the past several years, the Street Gang Unit has been reduced to one team. In order to ensure our neighborhoods are safe, the police department needs the resources to prevent gang activity through enforcement. The young people in our city need alternatives to becoming involved in gangs. One strategy is the use of School Liaison Officers, whose mission would be outreach and leadership building as well as gang resistance training in our schools. These officers would focus efforts on early intervention in elementary / junior high schools. They would also focus on leadership development and training through programming with our local high schools in association with the school districts and student unions.
          INVEST $1.5M for eight police officers

        - **Creation of Neighborhood Coordinator Position 2**. FTE (Recreation Coordinator) Upgrade Current Recreation Six Coordinators from .75-1.0 FTE-Increases Hours at Neighborhood Youth Centers, Modesto Senior Center and Programs. **INVEST Approx. $265K** - This will be offset somewhat by increased program revenue. Total of **2 Coordinators** will focus on Neighborhood Development, Partnerships and Volunteerism.

        - **Invest $200,000 for youth programing.** An ounce of prevention is worth a pound of cure. Budget reductions in municipalities and in our schools have reduced programing available to young people. There is particular need for summer programs, teen programs and programs that engage youth in civic matters.

5. **Create additional strategic objective on implementing best practices (homeless; graffiti)**

    a. Initiative anti-tagging "Tag We're On It" – **Invest $300k**

    b. Participate in "Focus on Prevention" homeless collaborative – October 1, 2015

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-220

A RESOLUTION OF THE MODESTO CITY COUNCIL DIRECTING THE CITY CLERK TO SUBMIT TO THE QUALIFIED VOTERS OF THE CITY OF MODESTO AT THE NEXT REGULAR MUNICIPAL ELECTION A CERTAIN MEASURE RELATING TO A PROPOSED ORDINANCE IMPOSING A ½ PERCENT TRANSACTIONS AND USE (SALES) TAX FOR GENERAL FUND PURPOSES

WHEREAS, the City Council of the City of Modesto desires to restore critical City services and to implement its Safer Neighborhoods Initiative, aimed at restoring funding to critical city services, reducing crime, restoring public safety funding, maintaining a safe and inviting community, improving quality of life, and increasing neighborhood collaboration; and

WHEREAS, when compared to similar cities, Modesto is approximately 60 percent below its average for property tax revenue and 29 percent below average for sales tax per capita; and

WHEREAS, Modesto's sales tax rate of 7.625 percent is in the 16th lowest percentile statewide and most Central Valley cities have sales tax rates from 0.5 percent to 1.375 percent higher than Modesto's; and

WHEREAS, a ½ percent general sales tax would help restore critical City services cut as a result of the recession, particularly police and fire services, which account for the majority of General Fund expenditures; and

WHEREAS, it is the City Council's intention to use the tax proceeds to restore critical City services, and not to finance salary and benefit increases for current personnel; and

WHEREAS, if the City, for any reason, does not spend all the budgeted funds from this tax on the Safer Neighborhoods Initiative during a given fiscal year, it would intend to carry over the funds in the general fund and spend those funds on one-time Safer Neighborhoods Initiative capital priorities; and

WHEREAS, out of California's 25 most populous cities, Modesto ranks fourth highest in violent crimes committed and second highest in property crimes committed; and

WHEREAS, since the economic recession started in 2008, the Modesto Police Department has reduced the number of sworn officers from 287 to 219, and due to this reduction the Department has the highest per-employee workload among the State's 25 most populous cities; and

WHEREAS, the reduction in sworn officers included: the elimination of a unit dedicated to neighborhood nuisance properties, the elimination of all school resource officers, the elimination of focused DUI enforcement, the elimination of participation in the regional auto theft task force, a reduction of gang suppression unit officers from 16 to 8 officers, a reduction of traffic unit officers from 8 to 4 officers, a reduction of detectives from 32 to 21 detectives, and a reduction in community service officers from 38 to 20 officers; and

WHEREAS, a ½ percent general sales tax would enable the City to spend more general fund revenues on restoring critical staffing positions to the Police Department and allow for more officers patrolling neighborhoods, more collaboration with residents, increased responsiveness to complaints, more officers dedicated to crime prevention and

gang suppression, restoration of detectives to respond to crimes, and restoration of code enforcement in blighted areas; and

WHEREAS, since the economic recession started in 2008, the Modesto Fire Department has reduced personnel and apparatus resources by about 25 percent, yet experienced a 22 percent increase in emergency incidents requiring a response since 2010, of which 35 percent are structure fires; and

WHEREAS, this has resulted in a decrease in Fire Department response times to a level that is far below industry standards, as the department arrives within 10 minutes to 50 percent of calls, but the industry standard is to arrive within 10 minutes to 90 percent of calls; and

WHEREAS, a ½ percent general sales tax would enable the City to spend more general fund revenues on restoring critical personnel and apparatus to the Fire Department and as a result: increase response times to calls, prevent more structure fires, improve fire and ambulance services generally in the community, and prevent the closure of one or more fire stations; and

WHEREAS, the City Council would have the authority to spend the tax proceeds consistent with current budget priorities, which include spending 72 percent of general fund revenues on police and fire services; and

WHEREAS, the City of Modesto is committed to fiscal prudence, responsibility, and self-reliance; and

WHEREAS, pursuant to Elections Code Section 9222, the City Council may submit to the qualified voters of the City a proposition without a petition therefore, by ordinance or resolution; and

WHEREAS, the City Council desires to submit to the qualified voters of the City a measure asking whether to amend the Modesto Municipal Code to enact a ½ percent (0.5%) transactions and use ("sales") tax as described above. The measure requires the tax to sunset in 8 years or sooner if the City's annual general fund revenues reach levels from the 2006-2007 fiscal year, calls for annual audits related to the tax, and requires a citizen oversight board to oversee expenditures from the tax proceeds and report to the City Council regarding the same; and

WHEREAS, the City Council, pursuant to Resolution 2015-60, called for a general municipal election to be held on and consolidated with the November 3, 2015 general election and for the Stanislaus County Elections Department to conduct such election on behalf of the City of Modesto and therefore the Council now desires to include this measure on the ballot at said election.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto as follows:

SECTION 1. Pursuant to California Elections Code section 9222, Revenue and Tax Code section 9285.9, and Section 2(b) of California Constitution Article XIIIC, the City Council of the City of Modesto proposes to and does hereby, by its own motion, submit to the qualified voters of the City of Modesto, a measure to amend the Modesto Municipal Code via ordinance, as set forth in **Attachment** A to this Resolution. The ordinance shall not take effect unless approved by a simple majority of voters voting on the measure at the November 3, 2015 election. The ordinance specifies that the rate of the transactions tax shall be one-half of one percent (0.5%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in the City; it specifies

that the rate of the use tax shall be one-half of one percent (0.5%) of the sales price of tangible personal property stored, used or otherwise consumed in the City, and that the tax shall be in effect for eight (8) years. The State Board of Equalization shall collect the tax from retailers subject to the tax and remit the funds to the City.

SECTION 2. In the sample ballot/voter information pamphlet for the November 3, 2015 election shall be printed the full text of the ordinance, which is **attached** as **Exhibit** A, and included herein by reference.

SECTION 3. On the ballot to be used at said election, in addition to any other matter required by law to be printed thereon, shall be printed the following question:

MEASURE ___

Safer Neighborhoods Initiative To implement the Safer Neighborhoods Initiative by restoring police patrols, crime prevention, gang suppression and youth development efforts; removing tagging; reducing nuisance properties; strengthening fire/emergency services; increasing neighborhood collaboration; and to maintain other general city services, shall the City of Modesto enact a ½ percent general sales tax that cannot be taken by the State, expires in 8 years, and requires audits, citizen oversight board reports, and all funds be spent in Modesto?	Yes No	☐ ☐

SECTION 4. The City Council hereby orders the City Clerk to submit said measure to the voters at the General Election on November 3, 2015.

SECTION 5. Pursuant to Elections Code section 12101 et seq., the City Clerk of the City of Modesto is hereby authorized to prepare all required notices related to the ballot measure and to publish such notices as required by law in *The Modesto Bee*, the

official newspaper of said City and a newspaper of general circulation printed and published in said City.

SECTION 6. The Stanislaus County Elections Department is hereby authorized to canvass the returns of the Regular Municipal Election.

SECTION 7. The City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the Elections Department of the County of Stanislaus, and the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions. The Board of Supervisors is hereby requested to consolidated the election on the measures with the November 3, 2015 election.

SECTION 8. The approval of this Resolution is exempt from the California Environmental Quality Act (Public Resources Code §§ 21000 et seq., "CEQA," and 14 Cal. Code Reg. §§ 15000 et seq., "CEQA Guidelines"). The transactions and use tax to be submitted to the voters is a general tax that can be used for any legitimate governmental purpose; it is not a commitment to any particular action. As such, under CEQA Guidelines section 15378(b)(4), the tax is not a project within the meaning of CEQA because it creates a government funding mechanism that does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. If revenue from the tax were used for a purpose that would have either such effect, the city would undertake the required CEQA review for that particular project. Therefore, under CEQA Guidelines section 15060 review under CEQA is not required.

SECTION 9. This Resolution must be approved by a two-thirds (2/3) vote of all members of the City Council.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Madrigal, Mayor Marsh
NOES:	Councilmembers:	Lopez, Zoslocki
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Attachment "A"

ORDINANCE NO._____-C.S.

AN ORDINANCE ADDING ARTICLE 11 TO CHAPTER 2 OF TITLE 8 OF THE MODESTO MUNICIPAL CODE RELATING TO TRANSACTIONS AND USE TAX

The People and the City Council of the City of Modesto do ordain as follows:

WHEREAS, the People and the City Council of the City of Modesto desire to restore critical City services and to implement its Safer Neighborhoods Initiative, aimed at reducing crime, restoring public safety funding, maintaining a safe and inviting community, improving quality of life, and increasing neighborhood collaboration; and

WHEREAS, when compared to similar cities, Modesto is approximately 60 percent below average for property tax revenue and 29 percent below average for sales tax per capita; and

WHEREAS, Modesto's sales tax rate of 7.625 percent is in the 16th lowest percentile statewide and most Central Valley cities have sales tax rates from 0.5 percent to 1.375 percent higher than Modesto's; and

WHEREAS, a one-half of one percent (0.5%) general sales tax would help restore critical City services, particularly police and fire services, which account for the majority of General Fund expenditures; and

WHEREAS, since the economic recession started in 2008, the Modesto Police Department has reduced the number of sworn officers from 287 to 219, and due to this

reduction the City has the highest per-employee workloads among the State's 25 most populous cities; and

WHEREAS, the reductions in sworn officers includes: the elimination of a unit dedicated to neighborhood nuisance properties, the elimination of all school resource officers, the elimination of focused DUI enforcement, the elimination of participation in the regional auto theft task force, the reduction of gang suppression unit officers from 16 to 8 officers, the reduction of traffic unit officers from 8 to 4 officers, the reduction of detectives from 32 to 21 detectives and the reduction in community service officers from 38 to 20 officers; and

WHEREAS, a ½ percent (0.5%) general sales tax would enable the City to focus general fund revenues on restoring critical staffing positions to the Police Department and allow for more officers patrolling neighborhoods, more collaboration with residents, increased responsiveness to complaints, more officers dedicated to crime prevention and gang suppression, restoration of detectives to respond to crimes, and restoration of code enforcement in blighted areas; and

WHEREAS, since the economic recession started in 2008, the Modesto Fire Department has reduced personnel and apparatus resources by about 25 percent, yet experienced a 22 percent increase in emergency incidents requiring a response since 2010 including a 35 percent increase in structure fires; and

WHEREAS, this has resulted in a decrease in Fire Department response times to a level that is far below industry standards, as the department arrives with full alarm response

within 10 minutes to 50 percent of structure fire calls, but the industry standard is to arrive within 10 minutes to 90 percent of calls; and

WHEREAS, a ½ percent (0.5%) general sales tax would enable the City to focus general fund revenues on restoring critical personnel and apparatus to the Fire Department and as a result: improve response times to calls, prevent more structure fires, improve fire and emergency services generally in the community, and prevent the closure of one or more fire stations; and

WHEREAS, the City of Modesto is committed to long term fiscal prudence, responsibility, innovation and self-reliance, and has created a strategic plan that was adopted by the City Council, which Plan focuses resources on critical priorities. The "Safer Neighborhoods Initiative" adopted by City Council Resolution ____ implements important components of the strategic plan; and

WHEREAS, if this sales tax is not approved, the City would be unable to implement the Safer Neighborhoods Initiative; and

WHEREAS, this Ordinance requires for the tax to be temporary and to sunset in 8 years or sooner if the City's annual general fund revenues reach levels from the 2006-2007 fiscal year, calls for annual audits related to the tax, and requires a citizen oversight board to oversee expenditures from the tax proceeds and report to the City Council regarding the same.

SECTION 1. INCORPORATION OF RECITALS. The City Council and the People of Modesto find that all the Recitals are true and correct and are incorporated herein by reference.

SECTION 2. AMENDMENT OF MUNICIPAL CODE. Article 11 is hereby added to Chapter 2 of Title 8 of the Modesto Municipal Code to read as follows:

ARTICLE 11. TRANSACTIONS AND USE TAX.

8-2.1101- Title.

This Ordinance shall be known as the Modesto Transactions and Use Tax Ordinance. This Ordinance shall be applicable in the incorporated territory of the City (hereinafter "City.")

8-2.1102 - Operative Date.

"Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this Ordinance, the date of such adoption being as set forth below.

8-2.1103 - Purpose.

This Ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the

measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this Ordinance.

8-2.1104 - Contract With State.

Prior to the operative date, the City shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this

transactions and use tax ordinance; provided, that if the City shall not have contracted with the State Board of Equalization prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

8-2.1105 - Transactions Tax Rate.

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of one-half of one percent (0.5%) on the sale of all tangible personal property sold at retail in said territory on and after the operative date of this Ordinance.

8-2.1106 - Place of Sale.

For the purposes of this Ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

8-2.1107 - Use Tax Rate.

An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this Ordinance for storage, use or other consumption in said territory at the rate of one-half of one percent (0.5%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

8-2.1108 - Adoption of Provisions of State Law.

Except as otherwise provided in this Ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this Ordinance as though fully set forth herein.

8-2.1109 - Limitations on Adoption of State Law and Collection of Use Taxes.

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Control, State Board of Equalization, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the State Board of Equalization, in performing the functions incident to the administration or operation of this Ordinance;

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

    a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

    b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

8-2.1110 - Permit Not Required.

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this Ordinance.

8-2.1111 - Exemptions and Exclusions.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the

property for an amount fixed by the lease prior to the operative date of this Ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this Ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this Ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft

licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this Ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

8-2.1112- Amendments.

All amendments subsequent to the effective date of this Ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this Ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Ordinance.

8-2.1113 - Enjoining Collection Forbidden.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this Ordinance, or Part 1.6 of

Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

8-2.1114 - Annual Audit.

Annually the City Council retains an independent auditor to conduct an audit of and provide audited financial statements for all of the City's financial activities. The auditor shall include an accounting of the revenue received from the tax in the audited financial statements. The auditor's report shall be presented to the City Council, be reviewed by the Oversight Board, made available on the City's website and made available to the public.

8-2.1115 – Oversight Board

The City Council shall appoint a nine- to eleven-member Oversight Board by June 30, 2016 to meet publically at least annually and to: review all revenues and expenditures from the tax measure, review annual audit reports related to the tax measure, and make at least one written annual report to the City Council at a public meeting summarizing the Oversight Board's findings and including any appropriate recommendations. The minutes of the Oversight Board's meetings shall be provided to the City Council and placed on the next available regular Council meeting agenda for information purposes. The members shall be representative of a cross-section of the community, possibly including, but not limited to, representatives of: each geographical police division, schools, local trade associations, chambers of commerce, nonprofit organizations, senior citizen groups, non-partisan political organizations (such as the League of Women Voters), neighborhood organizations, and law enforcement and emergency services organizations (including individuals retired from such groups). The Oversight Board shall, upon request, be

provided with detailed information regarding crime statistics, public safety response times, and other available data regarding the performance of the programs funded by this tax measure.

8-2.1116 – Amendments by City Council.

The following amendments to this Ordinance must be approved by the voters of the City: increasing the tax rate or revising the methodology for calculating the tax such that a tax increase would result; imposing the tax on transactions and uses not previously subject to the tax (unless such amendment occurs automatically by operation of Section 8-2.1112); or extending the tax. The City Council may otherwise amend this Chapter without submitting the amendment to the voters for approval.

8-2.1117 - Termination Date.

The authority to levy the tax imposed by this Ordinance shall continue until the earlier of: (i) March 31, 2024; (ii) actual annual general fund revenues reach 2006-2007 levels of $120,369,703.00, as reported in the Comprehensive Annual Financial Report (adjusted for inflation, as measured by the U.S. Bureau of Labor Statistics' national Consumer Price Index for All Urban Consumers; excluding tax proceeds under this Ordinance; and excluding any irregular one-time revenues from State or Federal grants or programs); (iii) this Ordinance is repealed by a majority vote of the voters of the City; or (iv) this Ordinance is repealed or suspended by a majority vote of the City Council. In the event that the City Council repeals or suspends the tax, it may resume collection without voter approval as long as the transactions tax rate and use tax rate are not higher than the

rates set forth in Sections 8-2.1105 and 8-2.1107, respectively, and so long as collection ceases by the sunset date as set forth above.

SECTION 3. ADJUSTMENT OF APPROPRIATIONS LIMIT. Pursuant to Article XIIIB of the Constitution of the State of California and applicable laws, the appropriations limit for the City is hereby increased by the aggregate sum authorized to be levied by this tax for fiscal year 2015-16 and each year thereafter.

SECTION 4. COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. The approval of this Ordinance is exempt from the California Environmental Quality Act (Public Resources Code §§ 21000 et seq., "CEQA," and 14 Cal. Code Reg. §§ 15000 et seq., "CEQA Guidelines"). This Ordinance imposes a general tax that can be used for any legitimate governmental purpose; it is not a commitment to any particular action. As such, under CEQA Guidelines section 15378(b)(4), the ordinance is not a project within the meaning of CEQA because it creates a government funding mechanism that does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. If revenue from the tax were used for a purpose that would have either such effect, the city would undertake the required CEQA review for that particular project. Therefore, pursuant to CEQA Guidelines section 15060, CEQA analysis is not required.

SECTION 5. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 6. EFFECTIVE DATE. This Ordinance relates to the levying and collecting of the City transactions and use taxes and shall take effect immediately upon applicable voter approval.

The foregoing Ordinance was adopted by City Council of the City of Modesto, subject to voter approval, on _____, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Garrad Marsh, Mayor

ATTEST:

_____
Stephanie Lopez, City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren, City Attorney

2454416.1
2454416.2

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-221

A RESOLUTION OF THE MODESTO CITY COUNCIL DIRECTING THE CITY CLERK TO TRANSMIT A COPY OF THE BALLOT MEASURE ENTITLED "SAFER NEIGHBORHOODS INITIATIVE" TO THE CITY ATTORNEY FOR THE PURPOSE OF PREPARING AN IMPARTIAL ANALYSIS OF SAID MEASURE

WHEREAS, the Modesto City Council had directed the City Clerk to submit to the voters at the next regular municipal election to be held on November 3, 2015, a ballot measure requesting the enactment of a one-half of one percent (0.5%) general sales tax entitled "Safer Neighborhoods Initiative."

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Modesto that the City Clerk of the City of Modesto is hereby directed pursuant to California Elections Code Section 9280 to transmit a copy of said measure to the City Attorney, who is hereby directed to prepare an impartial analysis of the measure showing the effect of the measure on existing law and the operation of the measure.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Madrigal, Mayor Marsh
NOES:	Councilmembers:	Lopez, Zoslocki
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-222

A RESOLUTION OF THE MODESTO CITY COUNCIL AUTHORIZING THE MEMBERS OF THE CITY COUNCIL, OR ANY OF THEM, TO FILE WRITTEN ARGUMENTS IN FAVOR OF OR IN OPPOSITION TO THE BALLOT MEASURE ENTITLED "SAFER NEIGHBORHOODS INITIATIVE"

WHEREAS, the Modesto City Council had directed the City Clerk to submit to the voters at the next regular municipal election to be held on November 3, 2015, a ballot measure requesting the enactment of a one-half of one percent (0.5%) general sales tax entitled "Safer Neighborhoods Initiative."

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Modesto that the City Clerk of the City of Modesto is hereby directed pursuant to California Elections Code Section 9282 and 9827, [the Mayor] is hereby authorized to prepare and file written arguments in favor of the proposed measure, not to exceed 300 words each, on behalf of the City Council. At the Mayor's discretion, the argument may be signed by up to five representatives of bona fide associations or individual voters who are eligible to vote. In the event that an argument is filed against the measure, [the Mayor] is also authorized to prepare and file a rebuttal argument on behalf of the City Council, which may be signed up to five representatives of bona fide associations or individual voters who are eligible to vote.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Madrigal, Mayor Marsh
NOES:	Councilmembers:	Lopez, Zoslocki
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-223

A RESOLUTION AT THE REQUEST OF THE MODESTO BOARD OF EDUCATION THAT AN AMENDMENT TO THE CHARTER BE PLACED ON THE BALLOT FOR THE NEXT REGULAR MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2015, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORS OF THE MODESTO BOARD OF EDUCATION A PROPOSAL TO AMEND SECTION 1500 OF THE CHARTER RELATING TO THE METHOD OF ELECTION FOR THE BOARD OF EDUCATION

WHEREAS, Article XV, Section 1500 of the Charter of the City of Modesto ("Charter") vests the control, management and administration of the Modesto City School District of Stanislaus County and the Modesto High School District of Stanislaus County, jointly referred to as "Modesto City Schools" or "the District," in the Modesto Board of Education ("the Board of Education"); and

WHEREAS, Section 1500 the Charter requires that all seven (7) members of the Board of Education be elected at large from the territory within the District's boundaries. The District's boundaries encompass the City of Modesto and other surrounding territory; and

WHEREAS, an at large election system may be challenged as violating the California Voting Rights Act if it impairs the ability of a protected class to elect preferred candidates or influence the outcome of elections; and

WHEREAS, the method of election for a board of education is only subject to the jurisdiction of a city when it is set by city charter; if not established by a city charter, the method of election is governed by California Education Code Section 5019 et seq. and may be changed by the local board of education or voters petitioning the County

Committee on School District Organization subject to either voter approval or granting a waiver of the voter approval requirement by the State Board of Education; and

WHEREAS, the City of Modesto does not desire to restrict the authority of the Board of Education to determine the method of election of its members pursuant to the California Education Code; and

WHEREAS, on June 22, 2015, the Modesto Board of Education adopted a resolution requesting that the City, on its own motion, submit to voters a proposal to amend the Charter to eliminate the requirement that Board elections be at large, and allow the Board determine its election system in accordance with the California Education Code on the November 2015 ballot; and

WHEREAS, Article XI, Section 3 of the California Constitution and Government Code Section 34458 provide that the governing body of a city, on its own motion, may submit a proposal to amend its charter to voters; and

WHEREAS, Article IX, Section 16 (b) of the California Constitution establishes that city charter amendments changing the manner in which members of boards of education are elected must be submitted to and approved by a majority of all of the qualified electors of the school district, not just the qualified electors of the City; and

WHEREAS, pursuant to Elections Code Section 1415(a)(2), the City, on its own motion, may submit to voters a proposal to amend the Charter to comply with federal or state voting rights laws at the next regularly scheduled municipal election; and

WHEREAS, while Section 1604 of the Charter requires the City to review the Charter at least every ten (10) years, and while the City has established a charter review committee to assist it with such review, the City is authorized by Article XI, Section 3 of

the California Constitution and Government Code Section 34458 to amend the Charter without convening a charter review committee; and

WHEREAS, if approved by the voters, this ballot measure would allow the Board of Education to transition from at large elections to trustee area, .i.e., district elections.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto as follows:

SECTION 1. Pursuant to Article XI, Section 3 and Article IX, Section 16 of the California Constitution, California Government Code Section 34458, and California Elections Code Section 1415(a)(2), the City Council of the City of Modesto proposes to and does hereby, by its own motion, submit to the qualified electors of the Modesto City Schools District, a proposal to amend Section 1500 of the Charter of the City of Modesto, at the regular municipal election to be held on November 3, 2015 as set forth below, and hereby designates and refers said proposal to be set forth in the form of a ballot measure as hereinafter prescribed for use at said regular municipal election:

PROPOSED AMENDMENT TO THE CHARTER OF THE CITY OF MODESTO

Regular Municipal Election

November 3, 2015

The Council of the City of Modesto hereby proposes, on its own motion, to amend Section 1500 of the Charter of the City of Modesto as follows:

MEASURE ___

SECTION 1500. - BOARD OF EDUCATION.
The control, management and administration of the public schools of the City of Modesto, and the territory that is now or may hereafter be annexed thereto for school purposes, in accordance with the Constitution and general laws of

the State of California, are hereby vested in a Board of Education. In all matters not specifically provided for in this article, the Board shall be governed by the provisions of the general law relating to such matters and shall be vested with all the powers and charged with all the duties provided by the laws of the State for city boards of education. The Board of Education shall be the governing body of the Modesto City School District of Stanislaus County and the Modesto High School District of Stanislaus County.

The Board of Education shall consist of seven (7) members who may receive compensation pursuant to the applicable provisions of the Education Code of the State of California. ~~The members of the Board of Education shall be elected at large from the territory within the boundaries of the school district or districts which are under the jurisdiction of the Board.~~ The Board of Education shall select a method of election for its members, by resolution, including but not limited to trustee or at large, in accordance with Chapter 1, Part 4, Division 1, Title 1 of the California Education Code, or any succeeding statute. The members of the Board of Education shall hold office for a period of four (4) years from and after the first Tuesday following the Regular Municipal Election at which they are elected and continuing until their successors are elected and have qualified. No person shall be eligible to be nominated for or to hold office as a member of the Board of Education unless the person is and shall have been for at least thirty (30) days preceding the person's nomination or appointment a resident and registered elector of the school district or districts which are under the jurisdiction of the Board of Education.

Note: Any wording stricken would be deleted by this measure. All of the above wording which is shaded would be added by this measure.

SECTION 2. On the ballots to be used at said election, in addition to any other matter required by law to be printed thereon, shall be printed the following question:

MEASURE ___

Shall the Modesto City Charter be amended to allow the Board of Education for Modesto City Schools to change the method of election of the Board of Education in accordance with the California Education Code ?	Yes No	☐ ☐

SECTION 3. The City Council hereby orders the City Clerk to submit the proposed charter amendment to the voters of the Modesto City Schools Board at the next Regular Municipal Election on November 3, 2015.

SECTION 4. Pursuant to Elections Code section 12101 et seq., the City Clerk of the City of Modesto is hereby authorized to prepare all required notices related to the ballot measures and to publish such notices as required by law in *The Modesto Bee*, the official newspaper of said City and a newspaper of general circulation printed and published in said City.

SECTION 5. The Stanislaus County Elections Department is hereby authorized to canvass the returns of the Regular Municipal Election.

SECTION 6. The City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the Elections Department of the County of Stanislaus, and the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Zoslocki, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-224

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ASSIGN THE DUTIES AND FUNCTIONS OF THE CONVENTION AND VISITOR'S BUREAU TO THE COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

WHEREAS, in June 2003, the City of Modesto entered into an Agreement with the Modesto Convention and Visitor's Bureau, Inc. (CVB) to promote and market Modesto for meetings, conventions, tour groups, and visitor activities, and

WHEREAS, in June 2010, the City Council adopted Resolution No. 2010-285 extending the contract to June 30, 2015, and

WHEREAS, since the economic downturn, staff has taken a close look at all functions and services the City provides in order to create efficiencies and maximize production and delivery, and

WHEREAS, one of the hardest hit areas is how the City coordinates and delivers services related to the marketing and promotion of Modesto, and

WHEREAS, the Modesto Center Plaza, John Thurman Field, and the City's three golf courses are all operated, managed, and marketed independently, and

WHEREAS, in an effort to grow each of these venues to their maximum potential and use, staff recommends they be consolidated under one program, "Destination Modesto" and managed by the Director of Community and Economic Development to provide stability, consistency, and oversight that will allow them to thrive fiscally, and programmatically, and

WHEREAS, the first step in the development of Destination Modesto is to absorb the functions of the CVB within the Community and Economic Development Department for a period of one year, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the City Manager, to assign the duties and functions of the Convention and Visitor's Bureau to the Community and Economic Development Department for a period of one year.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-225

A RESOLUTION ALLOCATING ONE FULL-TIME LIMITED TERM EVENTS COORDINATOR AND ONE FULL-TIME LIMITED TERM ADMINISTRATION OFFICE ASSISTANT III POSITION FOR A PERIOD OF ONE YEAR, PENDING HUMAN RESOURCES REVIEW AND CONFIRMATION OF THE POSITION CLASSIFICATIONS

WHEREAS, in June 2003, the City of Modesto entered into an Agreement with the Modesto Convention and Visitor's Bureau, Inc. (CVB) to promote and market Modesto for meetings, conventions, tour groups, and visitor activities, and

WHEREAS, in June 2010, the City Council adopted Resolution No. 2010-285 extending the contract to June 30, 2015, and

WHEREAS, the functions and duties of the CVB have been assigned to the Community and Economic Development Department for a period of one year, and

WHEREAS, one full-time limited term Events Coordinator and one full-time limited term Administrative Office Assistant III is needed to staff the program, and

WHEREAS, the Human Resources staff will need to review and confirm the position classifications,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby allocates one full-time limited term Events Coordinator and one full-time limited term Administrative Office Assistant III to the Community and Economic Development Department, as CVB program staff for a period of one year pending Human Resources review and confirmation of the position classifications.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-226

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PREPARE AND PROCEED WITH AN RFP FOR PROFESSIONAL SERVICES TO RECOMMEND AND PREPARE A PLAN FOR THE REORGANIZATION OF MARKETING AND PROMOTION OF CONVENTIONS, VISITORS, TOURISM AND SPORTING VENUES

WHEREAS, since the economic downturn, staff is assessing all functions and services the City provides in order to create efficiencies and maximize production and delivery, and

WHEREAS, one of the hardest hit areas is how the City coordinates and delivers services related to the marketing and promotion of Modesto to attract conventions, tourism, and visitors to our cultural, historic and sports venues, and

WHEREAS, the Modesto Center Plaza, John Thurman Field and the City's three golf courses are all operated, managed, and marketed independently, and

WHEREAS, each are at critical points in their existence in that their dependence on the general fund continues, and in several cases is growing, and

WHEREAS, in an effort to grow each of these venues to their maximum potential and use, staff recommends they be consolidated under one program, "Destination Modesto" and managed by the Director of Community and Economic Development to provide stability, consistency, and oversight that will allow them to thrive fiscally, and programmatically, and

WHEREAS, Destination Modesto is a temporary name for a comprehensive and coordinated management and marketing program based on a business model that uses economic growth as the driving performance measure, and

WHERES, Destination Modesto is reliant on partnerships, entrepreneurialism, and includes a regional approach to marketing and capitalizes on "bundling" local assets to maximize resources and results, and

WHEREAS, the City Council has taken the first step in the development of Destination Modesto by absorbing the functions of the CVB within the Community and Economic Development Department for a period of one year, and

WHEREAS, a Request for Proposals is needed to retain professional services to assist in the development and preparation of a plan to promote and market Modesto's convention, visitor, tourism and sports venues, and

WHEREAS, the estimated budget for professional consultant services is $43,971 and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the City Manager, to prepare and proceed with a Request for Proposals for professional services to assist in the development and preparation of a plan to promote and market Modesto's convention, visitor, tourism and sports venues.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-227

A RESOLUTION AMENDING THE FISCAL YEAR 2015-2016 OPERATING BUDGET AND AUTHORIZING THE DIRECTOR OF FINANCE OR HER DESIGNEE TO TRANSFER THE APPROPRIATION OF $249,071 FROM THE CITY MANAGER'S OFFICE TO THE COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

WHEREAS, funding for the Convention and Visitor's Bureau (CVB) for fiscal year 2015-2016 is derived from the City Manager's Operating Budget (0100-02020-54160), and

WHEREAS, the functions and duties of the CVB have been reassigned to the Community and Economic Development Department, and

WHEREAS, the funding for the CVB, in the amount of $249,071 must be transferred from the City Manager's Office to the Community and Economic Development Department, and

WHEREAS, the CVB budget includes $148,248 for estimated salaries and benefits, $35,000 for marketing and advertising, $21,842 for rent and $43,971 to proceed with an RFP for professional services,

WHEREAS, the transfer of funding from the City Manager's Office to the Community and Economic Development Department is identified in the **attached exhibit** "A",

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the amendment of the Fiscal Year 2015-2016 Operating Budget to transfer $249,071 from the City Manager's Office to the Community and Economic and Development Department.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 23rd day of June, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Exhibit "A"

Transfer funding for the Modesto Convention and Visitor's Bureau from the City Manager's Budget (0100-02020-54160) to the Community and Economic Development Department as follows:

Salaries and Benefits	$148,258	0100-14110-51401/51901
Marketing/Admin	35,000	0100-14110-53001
Rent for Real Property	21,842	0100-14110-53070
Professional Services	43,971	0100-14110-53300
Total	$249,071	

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-228

RESOLUTION APPROVING THE REAPPOINTMENT OF ALLAN RAMSAY TO THE MODESTO CITY-COUNTY AIRPORT ADVISORY COMMITTEE

WHEREAS, the City of Modesto operates the Modesto City-County Airport (Airport) for the benefit of all businesses, industries, visitors and residents in the City of Modesto, Stanislaus County and surrounding areas, and

WHEREAS, the Modesto City Council and the Stanislaus Board of Supervisors seek to ensure that the Airport is maintained and developed in such a manner that it will continue to be a high quality aviation facility for its users and a good neighbor in the community, recognizing that both the users and community may change as the surrounding area continues to grow and develop, and

WHEREAS, Section 1102 of the Charter of the City of Modesto authorizes the City Council to appoint members to various Boards and Commissions.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the reappointment of Allan Ramsay to fill the position on the Modesto City-County Airport Advisory Committee, representing an airport general aviation small aircraft owner.

BE IT FURTHER RESOLVED that the Council of the City of Modesto approve the reappointment of Allan Ramsay to fill the position of a general aviation small aircraft owner, to the Airport Advisory Committee for a term of two (2) years,

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 7th day of July, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-229

RESOLUTION ACCEPTING THE AUDIT ENGAGEMENT LETTER IMPLEMENTING THE ANNUAL AUDIT PROCEDURES FOR THE FISCAL YEAR 2014-2015 IN ACCORDANCE TO THE TERMS OF THE AGREEMENT FOR PROFESSIONAL SERVICES WITH MACIAS GINI O'CONNELL LLP

WHEREAS, on February 24, 2015, the Council approved the proposal and contract for the auditing services for Macias Gini O'Connell LLP (Resolution No. 2015-59) for a three year agreement with two (2) one-year extension options at the sole discretion of the City, for an estimated cost of $205,008 and over five (5) years of $1,025,040, and

WHEREAS, as part of an independent audit firm's auditing requirements, an annual engagement letter is prepared providing a detailed description of the services to be performed during that audit year and which fall under the basic requirements and scope of the terms of the original contact, and

WHEREAS, the services include the audit objectives for the audit management responsibilities and the audit procedures that will be conducted as part of their internal control and compliance testing,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts the audit engagement letter implementing the annual audit procedures for the Fiscal Year 2014-2015 in accordance to the terms of the agreement for professional services with Macias Gini O'Connell LLP.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 7th day of July, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-230

A RESOLUTION ADOPTING THE REVISED ANNUAL INVESTMENT POLICY

WHEREAS, staff has identified the need to update the City's Annual Investment Policy in order to continue to effectively invest funds in accordance with the principles of sound treasury management and applicable laws, and

WHEREAS, the City desires adopting the Annual Investment Policy and the changes made in this revision, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto, that it hereby adopts the Annual Investment Policy, for consideration by this City Council,

BE IT FURTHER RESOLVED that City staff is hereby authorized and directed to proceed with any and all actions deemed necessary or advisable, following the adopted policy guidelines pursuant to this Resolution, in connection with the future investments of funds, for future consideration by this City Council.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 7th day of July, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

City of Modesto Policy CITY COUNCIL POLICY		POLICY NO.: 1.019
SUBJECT: INVESTMENT POLICY		REVISED MAY, 2015

PURPOSE

The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment-related activities.

SCOPE

The Investment Policy applies to all funds and investment activities of the City except the investment of bond proceeds, which are governed by the appropriate bond documents, and any pension or other post-employment benefit funds held in a trust.

BACKGROUND

Under Section 2-3.401 of the Municipal Code, it is the function of the Finance Department to deposit and invest funds in accordance with sound treasury management. As a charter city, Modesto operates its pooled idle cash investment under the "prudent investor" rule which states that:

> "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with the care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

The City is also governed by Sections 53600 et seq. of the California Government Code. This affords the City a broad spectrum of investment opportunities, so long as the investment is deemed prudent and allowable under current legislation of the State of California and the charter of the City of Modesto.

On an annual basis, the Finance Director/Treasurer will render to the City Council the statement of investment policy. The report will be considered, with any changes, by the City Council at a public meeting.

ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process will refrain from personal business activities that could conflict with proper execution of the investment program, or which could impair their ability to make impartial decisions.

INVESTMENT REPORT

The Finance Director/Treasurer shall provide the City Council with a monthly report of investment transactions. In addition, the Finance Director/Treasurer shall render a quarterly report to the City Council, City Manager and the internal auditor within 30 days following the end of the quarter. The report shall contain the following:

1. The type of investment, issuer, purchase date, date of maturity, credit rating, overall portfolio yield based on cost, total par and dollar amount invested on all securities, investments and monies.

2. The weighted average maturity of the portfolio.

3. A description of any funds, investments or programs that are under management of contracted parties, including lending programs. Funds and investments held by contracted parties shall be reported at market value and the source of valuation shall be reported.

4. The market value as of the date of the report, and the source of the valuation.

5. A statement of compliance with the investment policy or manner in which the portfolio is not in compliance.

6. A statement denoting the City's ability to meet its expenditure requirements for the next six months or provide an explanation as to why sufficient money shall, or may, not be available.

INVESTMENT CRITERIA

Public funds are invested in the following manner in order of priority:

1. **Safety of Principal**
   The duty of the Finance Director/Treasurer is to protect, preserve and maintain cash and investments on behalf of the citizens of the community. To guard against loss of principal, only prudent and safe investments will be considered.

2. **Liquidity**
   The receipt of revenues and maturities of investments should be scheduled so that adequate cash will be available to meet disbursements. An adequate portion of the portfolio should be maintained in liquid short-term instruments which can be readily converted to cash if necessary.

3. **Return on Investment**
   The investment portfolio of the City shall be designed with the objective of attaining a market rate of return on its investments consistent with the constraints imposed by its safety objective and cash flow considerations. Return becomes a consideration only after the basic requirements of safety and liquidity have been met.

SAFEKEEPING AND CUSTODY

All security transactions entered into by the City shall be conducted on a delivery-versus payment basis. Securities will be held by third party custodian designated by the Finance Director/Treasurer and evidenced by safekeeping receipts.

The only exception to the foregoing are Local Agency Investment Pools, Certificates of Deposit, and money market funds since the purchased securities are not deliverable. In all cases, purchased securities shall be held in the City's name.

AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The Finance Director/Treasurer will maintain a list of financial dealers and institutions qualified and authorized to transact business with the City.

The purchase by the City of any investment other than those purchased directly from the issuer, will be purchased either from an institution licensed by the State as a broker-dealer, as defined in Section 25004 of the Corporations Code, which is a member of the Financial Industry Regulatory Authority (FINRA), or a member of a federally regulated securities exchange, a national or state chartered bank, a federal or state association (as defined by Section 5102 of the Financial Code), or a brokerage firm designated as a Primary Government Dealer by the Federal Reserve Bank.

The Finance Director/Treasurer will investigate all institutions that wish to do business with the City, to determine if they are adequately capitalized, make markets in securities appropriate for the City's needs, and agree to abide by the conditions set forth in the City's Investment Policy and any other guidelines that may be provided. This will be done annually by having the financial institutions:

1. Provide written notification that they have read, and will abide by, the City's Investment Policy.

2. Submit their most recent audited Financial Statement within 120 days of the institution's fiscal year end.

If the City has an investment advisor, the investment advisor may use its own list of authorized broker/dealers to conduct transactions on behalf of the City.

Purchase and sale of securities will be made on the basis of competitive bids and offers with a minimum of three quotes being obtained.

PERFORMANCE STANDARDS

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs. The City will measure the portfolio's performance against a market benchmark that is commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio.

AUTHORIZED INVESTMENTS

Credit criteria and maximum percentages listed in this section refer to the credit of the issuing organization at the time the security is purchased. The City may from time to time be invested in a security whose rating is downgraded subsequent to the date of purchase. In the event a rating drops below the minimum allowed rating category for that given investment type, the investment advisor shall notify the Finance Director and/or Designee and recommend a plan of action. The City will limit investments in any one non-government issuer, except investment pools, to no more than 5% regardless of security type. Commencing with Section 53600 of Article 1, Chapter 4 of the Government Code of the State of California, surplus money may be invested in the following:

A. City of Modesto bonds. Bonds issued by the City.

B. U.S. Treasury securities. United States Treasury notes, bonds, bills or certificates of indebtedness or those for which the faith and credit of the United States are pledged for the principal and interest.

C. State of California securities. Registered State of California warrants, treasury notes or bonds, provided that the securities are rated at least A by a nationally recognized statistical rating agency.

D. California municipal securities. Bonds, notes, warrants or other evidence of indebtedness of any local agency within California provided that the securities are rated at least A by a nationally recognized statistical rating agency.

E. Other 49 State municipal securities. Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state, or by a department, board, agency, or authority of any of these states.

F. Federal Agency securities. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

G. Bankers' Acceptances. Bankers' Acceptances issued by domestic or foreign banks, which are eligible for purchase by the Federal Reserve System, the short-term paper of which is rated in the highest category by a nationally recognized statistical rating agency.

Purchases of Bankers' Acceptances may not exceed 180 days maturity or 40 percent of the City's surplus money.

H. Commercial Paper. Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-

rating organization. The entity that, issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):

(1) The entity meets the following criteria: (a) is organized and operating within the United States as a general corporation. (b) Has total assets in excess of $500 million. (c) Has debt other than commercial paper, if any, that is rated "A" or higher by a nationally recognized statistical-rating organization (NRSRO).

(2) The entity meets the following criteria: (a) is organized within the United States as a special purpose corporation, trust, or limited liability company. (b) Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond, - (c)Has commercial paper that is rated "A-1" or higher, or the equivalent, by an NRSRO.

Investments in commercial paper are limited to a maximum of 25 percent of the portfolio. Purchases shall not exceed 10 percent of the outstanding paper of the issuing corporation. The maximum investment maturity is restricted to 270 days.

I. Certificates of Deposit. FDIC insured or fully collateralized time certificates of deposit in financial institutions located in California. Eligible investments are restricted to those issuing institutions that have been in business at least five years. The maximum term for deposits shall be one year. Investments in certificates of deposit are further limited to 20 percent of surplus funds. All time deposits must be collateralized in accordance with California Government Code section 53561. The City, at its discretion, may waive the collateralization requirements for any portion of the deposit that is covered by federal insurance.

J. Negotiable Certificates of Deposit. Negotiable certificates of deposit issued by a nationally- or state-chartered bank or a state or federal savings and loan association or by a federally-licensed or state-licensed branch of a foreign bank; provided that the senior debt obligations of the issuing institution are rated "A" or better by Moody's or Standard & Poor's. Investments in negotiable certificates of deposit are limited to 30 percent of the portfolio.

K. Repurchase Agreements. Repurchase Agreements used solely as short-term investments not to exceed 90 days.

The following collateral restrictions will be observed: Only U.S. Treasury securities or Federal Agency securities as described in 1 and 2 will be acceptable collateral. All securities underlying Repurchase Agreements must be delivered to the City's custodian bank versus payment or be handled under a tri-party repurchase agreement. The total of all collateral for each Repurchase Agreement must equal or exceed, on the basis of market value plus accrued interest, 102 percent of the total dollar value of the money invested by the City for the term of the investment. For any Repurchase Agreement with a term of more than one day, the value of the underlying securities must be reviewed on a regular basis.

Market value must be calculated each time there is a substitution of collateral.

The City or its trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to Repurchase Agreement.

The City may enter into Repurchase Agreements with (1) primary dealers in U.S. Government securities who are eligible to transact business with, and who report to, the Federal Reserve Bank of New York, and (2) California and non-California banking institutions having assets in excess of $1 billion and in the highest short-term rating category as provided by Moody's Investors Service, Inc. or Standard & Poor's Corporation.

The City will have specific written agreements with each firm with which it enters into Repurchase Agreements.

L. Reverse Repurchase Agreements. The City may invest in reverse repurchase agreements only with "primary dealers" with which the City has entered into a master repurchase agreement contract. The City may invest in reverse repurchase agreements with the following conditions: The City may only use reverse repurchase agreements to (1) cover a temporary cash shortage, or (2) augment earnings. Reverse repurchase agreements may not be used to leverage the portfolio.

In addition, if a reverse repurchase agreement is authorized, it may be utilized only if the security to be sold on reverse repurchase agreement has been owned and fully paid for by the City for a minimum of 30 days prior to the sale; the total of all reverse repurchase agreements on investments owned by the City does not exceed 20 percent of the portfolio; and the agreement does not exceed a term of 92 days, unless the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of the security using a reverse repurchase agreement and the final maturity date of the same security. The proceeds of the reverse repurchase agreement may not be invested in securities whose maturity exceeds the term of the Reverse Repurchase Agreement.

and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state and operating within the U.S. Medium-term notes shall be rated in a rating category "A" or its equivalent or better by a nationally recognized rating service. Purchase of medium-term corporate notes may not exceed 30 percent of the City's investment portfolio.

M. Medium-term corporate notes. Medium-term corporate notes defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state and operating within the U.S. Medium-term notes shall be rated in a rating category "A" or its equivalent or better by a nationally recognized rating service. Purchase of medium-term corporate notes may not exceed 30 percent of the City's investment portfolio.

N. Money market funds. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (money market funds).

O. State of California Local Agency Investment Fund (LAIF).

P. Mortgage and asset-backed securities. Any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable-backed bond that has been issued by a Federal Agency and has a maximum of five years maturity. Purchases of mortgage and asset-backed securities should not exceed 20 percent of the City's investment portfolio.

Q. California Asset Management Program (CAMP).

R. Supranationals. United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated "AA", its equivalent, or better by at least one NRSRO.

MAXIMUM MATURITY

Investment maturities shall be based on a review of cash flow forecasts. Maturities will be scheduled so as to permit the City to meet all projected obligations.

Maximum maturity of an authorized investment is limited to five years.

Proceeds of sales or funds set aside for the repayment of any notes (e.g., Tax and Revenue Anticipation Notes) shall not be invested for a term that exceeds the term of the notes.

INELIGIBLE INVESTMENTS

Any security type or structure not specifically approved by this policy is hereby specifically prohibited. Security types which are thereby prohibited include, but are not limited to:

Investment in inverse floaters, range notes, or interest only strips that are derived from a pool of mortgages is prohibited.

RESTRICTIONS SET BY THE FINANCE DIRECTOR/TREASURER

A. Prior approval of the Finance Director/Treasurer is required for the following transactions, unless the City utilizes the services of an investment advisor registered with the Securities and Exchange Commission in a fiduciary relationship as outlined in this policy.

Sale of securities
Swaps and trades
Purchase of collateralized mortgage obligations (CMO)
Purchase of mortgage-backed obligations
Purchase of corporate notes
Purchase transaction in excess of $3 million

B. The following investments are not deemed appropriate for the City and will not be utilized:

Futures and options
Small Business Administration notes

AUTHORIZED INVESTMENT PERSONNEL

Pursuant to the Government Code, the City Council delegates the authority to invest or to reinvest funds, or to sell or exchange securities so purchased, to the Finance Director/Treasurer for a one-year period. The Finance Director/Treasurer is charged with the responsibility for carrying out the policies of the City Council and shall assume full responsibility for investment transactions until the delegation of authority is revoked or expires.

Idle cash management and investment transactions are the responsibility of the Finance Department, which is under the control of the Finance Director/Treasurer. The Finance Director/Treasurer may designate an individual(s) ["Designee"] to be responsible for the daily management of the City's portfolio of treasury investments. The Designee may also be directed to monitor and forecast the City's cash flows, and prepare periodic investment reports that are submitted to the City Council. The Accounting Division of the Finance Department monitors all treasury transactions and prepares accounting records of all investment transactions as to type of investment, amount, yield, and maturity. No other person has authority to make investment transactions without the written authority of the Finance Director/Treasurer. Pursuant to Government Code chapter 53600, all persons investing monies are trustees and therefore fiduciaries subject to the prudent investor standard. Financial market security transactions will be executed by delivery versus payment and the securities will be held by a third party custodian.

Subject to required procurement procedures, the City may engage the support services of outside professionals in regard to its financial program, so long as it can be demonstrated or anticipated that these services produce a net financial advantage or necessary financial protection of the City's resources.

POLICY REVIEW

The investment policy shall be adopted by resolution of the City Council on, at minimum, an annual basis. This investment policy shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of principal, liquidity and yield, and its relevance to current law and financial and economic trends. Any amendments to the policy shall be forwarded to City Council for approval.

This policy and the internal controls related to the investment of City funds will be reviewed by the City's independent external auditors as part of their annual audit of the City's financial statements.

APPENDIX A - GLOSSARY

Bankers Acceptances (BAs)
Bankers Acceptance is a time bill of exchange drawn on and accepted by a commercial bank to[1] finance the exchange of goods. When a bank "accepts" such a bill, the time draft becomes, in effect, a predated certified check payable to the bearer at some future specified date. Little risk is involved for the investor because the commercial bank assumes primary liability once the draft is accepted.

California Asset Management Program (CAMP)
CAMP is a Joint Powers Authority ("JPA") designed to assist public agencies with their investment needs through the use of the Cash Reserve Portfolio ("Pool"), which is rated "AAAm" by Standard & Poor's, its highest rating category. The Pool seeks to attain a high level of current income consistent with the preservation of principal.

Certificates of Deposit (CDS)
A certificate of deposit is issued against funds deposited in a commercial bank for a definite period of time and earning a specified rate of return. They are issued in two forms, negotiable and non-negotiable:

A negotiable certificate of deposit may be sold by one holder to another prior to maturity. This is possible because the issuing bank agrees to pay the amount of the deposit, plus earned interest, to the Bearer of the certificate at maturity.

A non-negotiable certificate of deposit is collateralized and is not a money market instrument since it cannot be traded in the secondary market. It is issued on a fixed maturity basis and often pays a higher interest rate than is permissible on other savings or time deposit accounts.

Collateralized Mortgage Obligation (CMO)
A CMO is a pool of mortgages sold as a single investment with interest paid monthly, quarterly, or semi-annually. Mortgage securities pay a higher rate than U.S. Treasury securities due to risk of prepayment and default.

Commercial Paper (CP)
This is a short-term promissory note issued by a corporation to raise working capital. The interest rates tend to be higher than other investments of similar liquidity.

Derivatives
A financial instrument with a value derived from the value of one or more underlying assets or indexes of asset values. The term "derivative products" refers to instruments or features such as collateralized mortgage obligations (CMOs), interest-only (IOs) and principal-only (POs), forwards, futures, currency and interest rate swaps, options, floaters/inverse floaters, and caps/floors/collars.

Federal Agency Securities
Certain agencies created by Congress and sponsored by the federal government issue debt that is considered to be of prime quality and have a very high standing in the bond market. The major federal agencies are described as follows:

Federal National Mortgage Association (FNMA, "Fannie Mae") provides funds to the mortgage market primarily by purchasing loans from local lenders.

Federal Home Loan Mortgage Corporation (FHLMC, "Freddie Mac") purchases conventional mortgages and sells mortgage-backed securities.

Student Loan Marketing Association (SLMA, "Sallie Mae") facilitates that flow of private capital into various federally-guaranteed student loan programs maintained through banks, S&Ls, educational institutions and other participating lenders.

Federal Farm Credit System (FFCB) sells securities to provide mortgage loans and short-term and intermediate-term credit to farmers, ranchers, and agricultural cooperatives.

Federal Home Loan Bank (FHLB) acts as a credit reserve system for the thrift industry to stabilize the flow of funds to member savings and loan and savings banks.

Futures
Exchange traded contracts specifying a future date of delivery or receipt of a specific product (physical commodity or financial instrument). Futures are used by business as a hedge against unfavorable price changes, and by speculators who hope to profit from such changes.

Local Agency Investment Fund (LAIF)
State of California LAIF is designed to provide a convenient and safe means of investing temporarily idle monies by the State Treasurer. LAJF provides high liquidity and generally pays higher yields than can be realized by individual local agencies (for similar maturities) due to economies of scale.

Medium-Term Notes
Issued by corporations (in the form of secured or unsecured debt) for the purpose of raising working capital and purchasing capital assets.

Options
A right to buy (call) or sell (put) a fixed amount of a given stock at a specified price within a limited period of time. The purchaser hopes that the stock's price will go up (if he bought a call) or down (if he bought a put) by an amount sufficient to provide a profit when he sells the option. If the price is static or moves in the opposite direction, the price paid for the option is lost entirely.

Repurchase Agreement
As authorized in Government Code Section 5360i (1), these investment vehicles are (generally short-term) agreements between the local agency and seller for the purchase of Government securities to be resold at a specific date and for a specific amount.

Reverse Repurchase Agreement
This transaction is the opposite of a repurchase agreement. The dealer buys securities with a contractual agreement to sell them back at a prearranged date. The local agency pays the dealer interest for the use of the funds. The money "borrowed" on a "reverse repo" can be reinvested in higher yielding instruments.

Supranational entities
Entities formed by two or more central governments with the purpose of promoting economic development for the member countries. Supranational institutions finance their activities by issuing debt, such as supranational bonds. Examples of supranational institutions include the European Investment Bank and the World Bank. Similarly to the government bonds, the bonds issued by these institutions are considered direct obligations of the issuing nations and have a high credit rating.

U.S. Treasury Securities
The highest quality, most liquid debt investments available in the fixed income market-place, unconditionally backed by the "full faith and credit" of the U.S. Government. Treasury bills are short-term instruments (maturity of three months to one year); Treasury notes and bonds are currently issued with maturities of two to ten years.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-231

A RESOLUTION ADOPTING THE REVISED DEBT MANAGEMENT POLICY

WHEREAS, pursuant to the City of Modesto Debt Management Policy, the City of Modesto is required to periodically review and update its Debt Management Policy to address changes to the primary objectives related to the City's debt and financing related activities, and

WHEREAS, staff has identified the need to update the City's Debt Management Policy in order to continue to maintain cost-effective access to capital markets through prudent yet flexible policies; moderate debt principal and debt service payments through effective planning and project cash management; and achieve the highest practical credit ratings, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto, that it hereby adopts the revised Debt Management Policy, for consideration by this City Council,

BE IT FURTHER RESOLVED that City staff is hereby authorized and directed to proceed with any and all actions deemed necessary or advisable, following the adopted policy guidelines pursuant to this Resolution, in connection with the future issuances of the City Debt, for future consideration by this City Council.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 7th day of July, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL POLICY		**POLICY NO.: X.000**
SUBJECT: DEBT MANAGEMENT POLICY		**Revised** **May 5, 2015**

I. INTRODUCTION

The purpose of this Policy is to organize and formalize debt issuance-related policies and procedures for the City of Modesto (the City) and to establish a systematic debt policy (Debt Policy). The debt policies and practices of the City are, in every case, subject to and limited by applicable provisions of state and federal law and to prudent debt management principles.

II. DEBT POLICY OBJECTIVE

The primary objectives of the City's debt and financing related activities are to maintain cost-effective access to the capital markets and other financing venues through prudent yet flexible policies:

- Moderate debt principal and debt service payments through effective planning and project cash management; and
- Achieve the highest practical credit ratings.

III. SCOPE AND DELEGATION OF CITY

This Debt Policy shall govern, except as otherwise covered by the City of Modesto Investment Policy and the City of Modesto Swap policies (copies of which are attached hereto), the issuance and management of all debt funded through the capital markets and private placements, including the selection and management of related financial and advisory services and products, and the investment of bond proceeds.

This Policy shall be reviewed and updated periodically as required. Any changes to the policy are subject to approval by the City Council at a legally noticed and conducted public meeting. Overall policy direction of this Debt Policy shall be provided by the City Council. Responsibility for implementation of the Debt Policy, and day-to-day responsibility for structuring, implementing, and managing the City's debt and finance program, shall lie with the Director of Finance. The City Council's adoption of the City Annual Budget does not, in and of itself, constitute authorization for debt issuance for any reason. This Debt Policy requires that the City Council specifically authorize each debt financing. Each financing shall be presented to the City Council.

While adherence to this Policy is required in applicable circumstances, the City recognizes that changes in the capital markets, agency programs and other unforeseen circumstances may from time to time produce situations that are not covered by the Policy and will require modifications or exceptions to achieve policy goals. In these cases, management flexibility is appropriate, provided specific authorization from the City Council is obtained.

IV. ETHICS AND CONFLICTS OF INTEREST

Officers and employees of the City involved in the debt management program will not engage in any personal business activities that could conflict with proper and lawful execution of the debt management program, or which could impair their ability to make impartial decisions.

V. CAPITAL IMPROVEMENT PROGRAM INTEGRATION

The City's multi-year Capital Improvement Program (CIP), which identifies the projects and the appropriate funding mechanisms to pay for them, shall be used in combination with the CIP Financial and Budget Policies and this Debt Policy to ensure the proper allocation and financing of eligible projects. The CIP and its related policies set priorities and strategies for allocating and tracking funding, while the Debt Policy provides policy direction and limitations for proposed financings. Debt issuance for capital projects shall not be recommended for City Council approval unless such issuance has been incorporated into the Capital Improvement Program.

VI. STANDARDS FOR USE OF DEBT FINANCING

The City's debt management program will promote debt issuance only in those cases where public policy, equity and economic efficiency favor debt over cash (pay-as-you-go) financing. Long-term debt financing shall not be used to fund operating costs.

A. Credit Quality

Credit quality is an overriding consideration. All City debt management activities for new debt issuances will be conducted in a manner conducive to receiving the highest credit ratings possible consistent with the City's debt management objectives, and to maintaining or improving the current credit ratings assigned to the City's outstanding debt by the major credit rating agencies.

B. Term of Financing

Debt can be used to provide funding for long-term capital projects. The debt repayment period should relate to the expected useful life for the facilities or equipment being financed, and should, as a general matter, be concurrent with the stream of benefits from these facilities. When the City finances capital projects by issuing bonds, the debt repayment period generally should not exceed 120% of the useful life of the project being financed. Inherent in its long-term debt policies, the City recognizes that future taxpayers will benefit from the capital investment and that it is appropriate that they pay a share of the asset cost.

C. Debt Financing Mechanism

The City will evaluate the use of all financial alternatives available including, but not limited to, long-term debt, short-term debt, commercial paper, tax revenue and grant anticipation notes, private placement and inter-fund borrowing. The City will utilize the most cost advantageous financing alternative available while limiting the City's risk exposure.

D. Ongoing Debt Administration and Internal Controls

The City shall maintain all debt-related records. At a minimum, this repository will include all official statements, bid documents, ordinances, indentures, trustee reports, etc. for all City debt. To the extent that official transcripts incorporate these documents, possession of a transcript will suffice (transcripts may be hard copy, stored on CD-ROM or other forms of electronic record). The City will collect all available documentation for outstanding debt and will develop a standard procedure for archiving transcripts for any new debt. The City will establish internal controls to ensure compliance with the Debt Policy, all debt covenants and any applicable requirements of the State and Federal Government Codes.

E. Rebate Policy and System

The City will accurately account for all interest earnings in debt-related funds. These records will be designed to ensure that the City is in compliance with all debt covenants, and with State and Federal laws. The City will maximize the interest earnings on all funds within the investment parameters set forth in each respective indenture, and as permitted by the City Investment Policy. The City will develop a system of reporting interest earnings that relates to and comply with Internal Revenue Code rebate, yield limits and arbitrage.

VII. FINANCING- DEBT

A. Purpose of Debt

When the City determines that the use of debt is appropriate, the following criteria will be utilized to evaluate the type of debt to be issued:

1. NEW MONEY FINANCING

New money issues are financings that generate funding for capital projects, equipment or enterprise software systems. Eligible capital projects for allocation of City funds include the acquisition, construction or major rehabilitation of capital assets.

2. REFUNDING FINANCING

Refunding bonds are issued to retire all or a portion of an outstanding bond issue. Refunding issuances can be used to achieve present-value savings on debt service or to restructure the payment schedule, type of debt instrument used, or covenants of existing debt. The City must analyze the refunding issue on a present-value basis to identify economic effects before approval.

B. Type of Debt

When the City determines that the use of debt is appropriate, the following criteria will be utilized to evaluate the type of debt to be issued:

1. LONG-TERM DEBT

The City may issue long-term debt (e.g. revenue bonds or variable rate bonds) when equipment, project, or software costs cannot be financed from current revenues. The proceeds derived from long-term borrowing will not be used to finance current operations or normal/current maintenance. Long-term debt will be structured such that the obligations generally do not exceed 120% of the expected average useful life of the asset being financed or the sunset date of any current, pledged revenues.

- *Current Coupon Bonds* are bonds that pay interest periodically and principal at maturity. They may be used for both new money and refunding transactions. Bond features may be adjusted to accommodate the market conditions at the time of sale, including changing dollar amounts for principal maturities, offering discount and premium bond pricing, modifying call provisions, utilizing bond insurance, and determining how to fund the debt service reserve fund.

- *Zero Coupon and Capital Appreciation Bonds* pay interest only when principal matures. Interest continues to accrue on the unpaid interest, therefore representing a more expensive funding option. In the case of zero-coupon bonds, principal and interest, at one coupon rate, is repaid at maturity. In the case of Capital Appreciation Bonds, the value of the bond accretes until maturity.

- *Taxable Debt, including Build America Bonds (BABs)* are bonds sold whose interest payments are not tax-exempt for federal tax purpose to bondholders, but are deemed taxable. The federal government pays a subsidy to the issuer of BABs. The City will consider the issuance of taxable debt when it is necessary for federal tax reasons or if these bonds would lower the overall cost of the financing.

2. SHORT-TERM DEBT

Short-term borrowing may be utilized for the temporary funding of operational cash flow deficits or anticipated revenues, where anticipated revenues are defined as an assured revenue source with the anticipated amount based on conservative estimates. The City will determine and utilize the least costly method for short-term borrowing. The City may issue short-term debt when there is a defined repayment source or amortization of principal, subject to the following policies:

- *Commercial Paper Notes* may be issued as an alternative to fixed rate debt, particularly when the timing of funding requirements is uncertain. The City may maintain an ongoing commercial paper program to ensure flexibility and immediate access to capital funding when needed. The retirement of commercial paper is most commonly a result of the issuance of long-term bonds but they may also be retired with available cash.

- *Grant Anticipation Notes (GANs)* are short-term notes that are repaid with the proceeds of State or Federal grants of any type. The City shall generally issue GANs only when there is no other viable source of funding for the project.

- *Bond Anticipation Notes (BANs)* are short-term notes issued prior to the issuance of long-term debt. It is anticipated that BANs will be retired, or taken-out, with long term debt or commercial paper. BANs will be issued only when there is no better alternative to reduce the overall cost of a financing program.

- *Tax and Revenue Anticipation Notes (TRANs)* shall be issued only if the sizing of the issue fully conforms to Federal IRS requirements and limitations.

- *Lines of Credit* shall be considered as an alternative to other short-term borrowing options. The lines of credit shall be structured to limit concerns as to Internal Revenue Code compliance.

- *Other Short-term debt may also be considered and utilized when appropriate such as a Direct Purchase Loan from a bank or Floating Rate Notes.*

3. VARIABLE RATE DEBT

To maintain a predictable debt service burden, the City may give preference to debt that carries a fixed interest rate. An alternative to the use of fixed rate debt is floating or variable rate debt. It may be appropriate to issue short-term or long-term variable rate debt to diversify the City's debt portfolio, reduce interest costs, provide interim funding for capital projects and improve the match of assets to liabilities. Variable rate debt typically has a lower cost of borrowing than fixed rate financing and shorter maturities in the range of 7 to 35 days. Under no circumstances will the City issue variable rate debt solely for the purpose of earning arbitrage. The City, however, may consider variable rate debt in certain instances.

A) *Variable Rate Debt Capacity.* The City will maintain a conservative level of outstanding variable rate debt in consideration of general rating agency guidelines recommending a maximum of a 20-30% variable rate exposure, in addition to maintaining adequate safeguards against risk and managing the variable revenue stream both as described below:

(1) *Adequate Safeguards Against Risk.* Financing structure and budgetary safeguards are in place to prevent adverse impacts from interest rate shifts; such structures could include, but are not limited to, interest rate swaps, interest rate caps and the matching of assets and liabilities.

(2) *Variable Revenue Stream.* The revenue stream for repayment is variable, and is anticipated to move in the same direction as market-generated variable interest rates, or the dedication of revenues allows capacity for variability.

(3) *As a Component to Synthetic Fixed Rate Debt.* Variable rate bonds may be used in conjunction with a financial strategy, which results in synthetic fixed rate debt. Prior to using synthetic fixed rate debt, the City shall certify that the interest rate cost is at least 10 basis points lower than traditional fixed rate debt.

4. FINANCIAL DERIVATIVE PRODUCTS

Financial Derivative Products will be considered appropriate in the issuance or management of debt only in instances where it has been demonstrated that the derivative product will either provide a hedge that reduces the risk of fluctuations in expense or revenue, or alternatively where the derivative product will reduce total project cost.

VIII. TERMS AND CONDITIONS OF BONDS

The City shall establish all terms and conditions relating to the issuance of bonds, and will control, manage, and invest all bond proceeds. Unless otherwise authorized by the City, the following shall serve as bond requirements.

A. Term

All capital improvements financed through the issuance of debt will be financed for a period generally not to exceed 120% of the expected average useful life of the assets being financed, and in no event should exceed the lesser of thirty (30) years or the period of time until the sunset of a revenue source.

B. Capitalized Interest

The nature of the City's revenue stream is such that funds are generally continuously available and the use of capitalized interest should not normally be necessary. However, certain types of financings may require the use of capitalized interest from the issuance date until the City has constructive use/benefit of the financed project. Unless otherwise required, the City will avoid the use of capitalized interest to obviate unnecessarily increasing the bond size. Interest shall not be funded (capitalized) beyond three (3) years or a shorter period whether based upon project needs or if further restricted by statute. The City may require that capitalized interest on the initial series of bonds be funded from the proceeds of the bonds. Interest earnings may, at the City's discretion, be applied to extend the term of capitalized interest but in no event beyond 3 years, or less, if restricted by state law.

C. Lien Levels

Senior and Junior Liens for each revenue source will be utilized in a manner that will maximize the most critical constraint, typically either cost or capacity, thus allowing for the most beneficial use of the revenue source securing the bond.

D. Maximum Annual Debt Service (MADS)

Concerning revenue bonds, the MADS for any given year must not exceed a level at which the City's net revenues are less than one and a quarter times (1.25x) the total debt service within any year unless allowed by existing bond covenants.

E. Additional Bonds Test

Any new debt issuance must not cause the City's debt service to exceed the level at which the net revenues are less than one and a quarter times (1.25x) the maximum annual principal, interest and debt service for the aggregate outstanding senior lien bonds including the debt service for the new issuance unless allowed by existing bond covenants.

F. Debt Service Structure

Debt issuance shall be planned to achieve relatively rapid repayment of debt while still matching debt service to the useful life of facilities. The City will amortize its debt within each lien to achieve overall level debt service or may utilize more accelerated repayment schedules after giving consideration to bonding capacity constraints. The City shall avoid the use of bullet or balloon maturities except in those instances where these maturities achieve one of the City's stated goals, such as minimizing annual debt service or leveling annual existing debt service, among others.

G. Call Provisions

In general, the City's securities will include a call feature, which is no later than ten (10) years from the date of delivery of the bonds. The City will avoid the sale of non-callable bonds absent careful evaluation by the City with respect to the value of the call option. If the City were to issue BABs, or other taxable bonds, the City will carefully consider the financial impacts of a 10 year call, a make-whole call, or non-callable debt.

H. Original Issue Discount

An original issue discount will be permitted only if the City determines that such discount results in a lower true interest cost on the bonds and that the use of an original issue discount will not materially reduce the value of the bonds' call provisions and adversely affect the project identified by the bond documents.

I. Deep Discount Bonds

Deep discount bonds may provide a lower cost of borrowing in certain markets. The City will carefully consider their value and effect on any future refinancing as a result of the lower-than-market coupon.

J. Derivative Products

The City will consider the use of derivative products only in instances where it has been demonstrated that the derivative product will either provide a hedge that reduces risk of fluctuations in expense or revenue, or alternatively, where the derivative product will reduce the total project cost. If interest rate swaps are considered, the City shall develop and maintain Swap Policies (see attached swap policies) governing the use of these derivative products. For derivatives other than interest rate swaps, the City will undertake an analysis of early termination costs and other conditional terms given certain financing and marketing

assumptions. Such analysis will document the risks and benefits associated with the use of a particular derivative product. Derivative products will only be utilized with prior approval from the City Council.

K. Multiple Series

In instances where multiple series of bonds are to be issued, the City shall make a final determination as to which allocations are of the highest priority. Projects chosen for priority financing, based on funding availability and proposed timing, will generally be subject to the earliest or most senior lien of the bond series.

IX. CREDIT ENHANCEMENTS

The City will consider the use of credit enhancement on a case-by-case basis, evaluating the economic benefit versus cost for each case. Only when a clearly demonstrable savings can be shown shall enhancement be considered. The City will consider each of the following enhancements as alternatives by evaluating the cost and benefit of such enhancement.

A. Bond Insurance

The City may purchase bond insurance when such purchase is deemed prudent and advantageous. The predominant determination shall be based on such insurance being less costly than the present value of the difference in the interest on insured bonds versus uninsured bonds.

B. Debt Service Reserves

When required, a reserve fund equal to the lesser of 10% of the original principal amount of the bonds, maximum annual debt service or 125% of average annual debt service, and if permitted, 10% of par value of bonds outstanding, (the "Reserve Requirement") shall be funded from the proceeds of each series of bonds, subject to federal tax regulations and in accordance with the requirements of credit enhancement providers and/or rating agencies.

The City may purchase reserve equivalents (i.e., the use of a reserve fund surety) when such purchase is deemed prudent and advantageous. Such equivalents shall be evaluated in comparison to cash funding of reserves on a net present value basis, the creditworthiness of the surety provider and market acceptance.

C. Letters of Credit

The City may enter into a letter-of-credit agreement when such an agreement is deemed prudent and advantageous. Only those financial institutions with long-term ratings greater than or equal to that of the City, and minimum short-term ratings of VMIG 1, A-1, F1, by Moody's Investor Services, Standard & Poor's and Fitch, respectively, may participate in City letter of credit agreements unless there are no other practicable options for the City. The City may also consider a Direct Purchase loan by a financial institution if the terms and conditions are similar to a traditional letter of credit. Fixed or Floating Rate Notes are another alternative to Variable Rate Demand Bonds with a letter-of-credit.

X. REFINANCING OUTSTANDING DEBT

The City shall have the responsibility to analyze outstanding bond issues for refunding opportunities that may be presented by underwriting and/or financial advisory firms. The City will consider the following issues when analyzing possible refunding opportunities:

A. Debt Service Savings

The City has established a minimum savings threshold goal of 3% of the refunded bond debt service compared to the refunding bonds debt service unless there are other compelling reasons for defeasance. The present value savings will be net of all costs related to the refinancing. The decision to take savings on an upfront or deferred basis must be explicitly approved by the City Council.

B. Restructuring

The City will refund debt when in its best interest to do so. Refunding's will include restructuring to meet unanticipated revenue expectations, terminate swaps, achieve cost savings, mitigate irregular debt service payments, release reserve funds or remove unduly restrictive bond covenants.

C. Term of Refunding Issues

The City will refund bonds within the term of the originally issued debt. However, the City may consider maturity extension, when necessary to achieve a desired outcome, provided that such extension is legally permissible. The City may also consider shortening the term of the originally issued debt to realize greater savings. The remaining useful life of the financed facility and the concept of inter-generational equity should guide this decision.

D. Escrow Structuring

The City shall utilize the least costly securities available in structuring refunding escrows. The City will examine the viability of an economic versus legal defeasance on a net present value basis. A certificate from a third party agent, who is not a broker-dealer, is required stating that the securities were procured through an arms-length, competitive bid process (in the case of open market securities), that such securities were more cost effective than State and Local Government Obligations (SLGS), and that the price paid for the securities was reasonable within Federal guidelines. Under no circumstances shall an underwriter, agent or financial advisor sell escrow securities to the City from its own account.

E. Arbitrage

The City shall take all necessary steps to optimize refunding escrows and to avoid negative arbitrage. Any resulting positive arbitrage, on funds other than advance refunding escrows (which are not allowed to generate positive arbitrage earnings), will be rebated as necessary according to Federal guidelines.

XI. METHODS OF ISSUANCE

The City will determine, on a case-by-case basis, whether to sell its bonds competitively or through negotiation.

A. Competitive Sale

In a competitive sale, the City's bonds shall be awarded to the bidder providing the lowest true interest cost as long as the bid adheres to the requirements set forth in the official notice of sale. Conditions under which a competitive sale would be preferred are as follows:

- Bond prices are stable and/or demand is strong.
- Market timing and interest rate sensitivity are not critical to the pricing. There are no complex explanations required during marketing regarding issuer's projects, media coverage, political structure, political support, and funding or credit quality.
- The bond type and structure are conventional.
- Bond insurance is included or pre-qualified (available).
- Manageable transaction size.
- The City (or a City enterprise) has strong credit ratings.
- The City (or a City enterprise) is well known to investors.

B. Negotiated Sale

The City recognizes that some securities are best sold through negotiation. Conditions under which a negotiated sale would be preferred are as follows:

- Interest rates are volatile.
- Demand is weak or supply of competing bonds is high.
- Market timing is important, such as for refunding's.
- Issuer has lower or weakening credit rating.
- Issuer is not well known to investors.
- Sale and marketing of the bonds will require complex explanations about the issuer's projects, media coverage, political structure, political support, funding, or credit quality.
- The bond type and/or structural features are non-standard, such as for a forward delivery bond sale, issuance of variable rate bonds, or where there is the use of derivative products.
- Bond insurance is not available or not offered.
- Early structuring, investor outreach and other market participation by underwriters are desired.
- The par amount for the transaction is significantly larger than normal.
- Demand for the bonds by retail investors is expected to be high.
- Participation from DBE firms is required.

C. Private Placement

From time to time the City may elect to privately place its debt. Such placement shall be considered if this method is demonstrated to result in a cost savings to the City relative to other methods of debt issuance.

D. Issuance Method Analysis

The City shall evaluate each method of issuance on a net present value basis, using the City's investment rate as the appropriate measure of the discount rate.

E. Feasibility Analysis

Issuance of revenue bonds will be accompanied by a finding that demonstrates the projected revenue stream's ability to meet future debt service payments.

XII. MARKET RELATIONSHIPS

A. Rating Agencies and Investors

The Director of Finance shall be responsible for maintaining the City's relationships with Moody's Investors Service, Standard & Poor's, Fitch and any other major rating agency. The City may, from time-to-time, choose to deal with only one or two of these agencies as circumstances dictate. In addition to general communication, the Director of Finance shall meet with credit analysts prior to each competitive or negotiated sale and/or offer conference calls with agency analysts in connection with the planned sale as needed.

~~**B. Continuing Disclosure**~~

~~The City shall remain in compliance with Rule 15c2-12 by filing its annual financial statements and other financial and operating data for the benefit of its bondholders within 240 days of the close of the fiscal year. The inability to make timely filings must be disclosed and is a negative reflection. While there is reliance on timely audit and preparation of the City's annual report, the Director of Finance will ensure that the City's timely filing with the Municipal Securities Rulemaking Board.~~

~~**C. Rebate Reporting**~~

~~The use of bond proceeds and their investments must be monitored to ensure compliance with arbitrage restrictions. The City will cause arbitrage rebate calculations to be completed, or cause to be completed by an experienced firm the City has retained for this purpose related to any bond issues, with any positive rebate paid every five years and as otherwise required by applicable provisions of the Internal Revenue Code and regulations. Therefore, the Director of Finance shall ensure that proceeds and investments are tracked in a manner that facilitates accurate, complete calculation, and timely rebates, if necessary.~~

B ~~D~~. Other Jurisdictions/Conduit Financing

- From time to time, the City may issue bonds on behalf of other public entities. While the City will make every effort to facilitate the desires of these entities, the Director of Finance will ensure that the highest quality financings are done and that the City insulated from all risks.

- City may issue bonds through another issuing entity such as a joint powers authority (JPA). The City may issue debt in this manner if it would result in the least costly method to issue debt (e.g. reduced costs of issuance). The City will evaluate the timing of such issuance.

E C. Fees

When appropriate, the City will charge an administrative fee equal to direct costs to reimburse its administrative costs incurred in debt issuance and ongoing reporting costs.

XIII. CONSULTANTS

Periodically, the City shall create an approved pool of qualified financing team members such as financial advisors and underwriters.

A. Selection of Financing Team Members

The Director of Finance will make recommendations to the City Manager for all financing team members, with the City Council providing final approval.

B. Financial Advisor

The City shall utilize a financial advisor to assist in its debt issuance and debt administration processes as prudent. Selection of the City's financial advisor(s) shall be based on, but not limited to, the following criteria.

- Prior knowledge and experience with the City.
- Experience in providing consulting services to complex issuers.
- Knowledge and experience in structuring and analyzing complex issues.
- Experience and reputation of assigned personnel.
- Fees and expenses.

Financial advisory services provided to the City shall include, but shall not be limited to the following.

- Evaluation of risks and opportunities associated with debt issuance.
- Monitoring marketing opportunities.
- Evaluation of proposals submitted to the City by investment banking firms.
- Structuring and pricing.
- Preparation of request for proposals for other financial services such as trustee and paying agent services, printing, credit facilities, remarketing agent services, etc.
- Advice, assistance and preparation for presentations with rating agencies, credit providers and investors.
- Assisting in preparation of official statements and other financing documents.

The City also expects that its financial advisor will provide the City with objective advice and analysis, maintain the confidentiality of City financial plans, and be free from any conflicts of interest.

C. Bond Counsel

City debt will include a written opinion by legal counsel affirming that the City is authorized to issue the proposed debt, that the City has met all constitutional and statutory requirements necessary for issuance, and a determination of the proposed debt's federal income tax status. The approving opinion and other documents relating to the issuance of debt will be prepared by counsel with extensive experience in public finance and tax issues. The counsel will be selected by the City Attorney and subject to Council approval.

The services of bond counsel may include, but are not limited to:

- Rendering a legal opinion with respect to authorization and valid issuance of debt obligations including whether the interest paid on the debt is tax exempt under federal

and State of California law;

- Preparing all necessary legal documents in connection with authorization, sale, issuance and delivery of bonds and other obligations;
- Unless this task is assigned to disclosure counsel, as selected by the City separately from bond counsel, assisting in the preparation of the preliminary and final official statements and commercial paper memorandum;
- Participating in discussions with potential investors, insurers and credit rating agencies, if requested; and
- Providing continuing advice, as requested, on the proper use and administration of bond proceeds under applicable laws and the indenture, particularly arbitrage tracking and rebate requirements.

XIV. UNDERWRITER SELECTION

A. Senior Manager Selection

The City shall have the right to select a senior manager for a proposed negotiated sale. The criteria shall include but not be limited to the following:

- The firm's ability and experience in managing similar and/or complex transactions.
- Demonstrated ability to structure debt issues efficiently and effectively.
- Prior knowledge and experience with the City.
- The firm's willingness to risk capital and demonstration of such.
- The firm's ability to reach a wide network of investors.
- The firm's ability to sell bonds at the lowest market interest rates.
- Quality and experience of personnel assigned to the City's engagement.
- Financing and marketing plans presented.

B. Co-Manager Selection

Co-managers will be selected on the same basis as the senior manager. In addition to their qualifications, co-managers appointed to specific transactions will be a function of transaction size and the necessity to ensure maximum distribution of the City's bonds.

C. Selling Groups

The City may establish selling groups in certain transactions. To the extent that selling groups are used, the City may make appointments to selling groups from within the pool of underwriters or from outside the pool, as the transaction dictates.

D. Underwriter's Counsel

In any negotiated sale of City debt in which legal counsel is required to represent the underwriter, the lead underwriter will make the appointment subject to the City's approval.

E. Underwriter's Discount

- The City will evaluate the proposed underwriter's discount against comparable issues in the market. If there are multiple underwriters in the transaction, the City will determine the allocation of fees with respect to the takedown and management fee (if

any). The determination of the size and allocation of the management fee will be based upon participation in the structuring phase of the transaction.

- Generally, the City will not pay for risk in its underwriter's discount.

- All fees and allocation of the management fee will be determined prior to the sale date; a cap on management fee, expenses and underwriter's counsel will be established and communicated to all parties by the City. The senior manager shall submit an itemized list of expenses charged to members of the underwriting group. Any additional expenses must be substantiated.

F. Evaluation of Financing Team Performance

The City will evaluate each bond sale after its completion to assess the following: costs of issuance including underwriters' compensation, pricing of the bonds in terms of the overall interest cost and on a maturity-by-maturity basis, and the distribution of bonds and sales credits. Following each sale, the Financial Advisor shall provide a post-sale evaluation on the results of the sale to the City Council.

G. Syndicate Policies

For each negotiated transaction, the Director of Finance will prepare syndicate policies that will describe the designation policies governing the upcoming sale. The Director of Finance shall ensure receipt of each member's acknowledgement of the syndicate policies for the upcoming sale prior to the sale date.

H. Designation Policies

To encourage the pre-marketing efforts of each member of the underwriting team, orders for the City's bonds will be net designated, unless otherwise expressly stated. The City shall require the senior manager to:

- Equitably allocate bonds to other managers and the selling group.

- Comply with MSRB regulations governing the priority of orders and allocations.

- Within 10 working days after the sale date, submit to the Director of Finance a detail of orders, allocations and other relevant information pertaining to the City's sale.

I. Disclosure by Financing Team Members

All financing team members will be required to provide full and complete disclosure, relative to agreements with other financing team members and outside parties. The extent of disclosure may vary depending on the nature of the transaction. However, in general terms, no agreements shall be permitted which could compromise the firm's ability to provide independent advice which is solely in the City's best interests or which could reasonably be perceived as a conflict of interest.

XV. POST-ISSUANCE COMPLIANCE

A. General

In conjunction with the issuance of a tax-advantaged obligation, bond counsel issues an opinion that is in part based on the reasonable expectation that the issuer will comply with federal tax law requirements to preserve the tax-advantaged status of the obligation. The issuer agrees to comply with these requirements through representations it makes in the tax compliance certificate. The purpose of this Post-Issuance Compliance Policy is to establish policies and procedures in connection with the issuance of the Bonds, so as to (a) maximize the likelihood that the City satisfies all applicable post-issuance requirements of federal income tax law needed to preserve the tax exempt status of bonds, (b) ensure that the City will take any appropriate remedial actions on a timely basis if a future event occurs that could affect the tax-exempt status of bonds, and (c) maximize the likelihood that the City complies with applicable federal securities laws, including any contractual obligations arising thereunder. The City reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as circumstances warrant. The City also reserves the right to change these policies and procedures from time to time.

Issuers and borrowers are also required to disclose, on a periodic basis, financial information and certain other information that may impact their ability to service their debt. This ongoing reporting requirement is known as continuing disclosure. The requirements of continuing disclosures are set forth in Securities and Exchange Commission ("SEC") Rule 15c2-12. The issuer makes representations in its official statements and other bond documents regarding its intent to comply with the requirements of Rule 15c2-12.

B. Designation of Post-Issuance Compliance Officer

The Director of Finance, or his or her designee, shall be the Post-Issuance Compliance Officer (the "Compliance Officer") for the City's bonds (the "Bonds"). The Compliance Officer, if City staff, may designate such other personnel as may be necessary to assist in determining continuing compliance with all relevant law and regulations applicable to the continued favorable tax treatment of such indebtedness, and to comply with the record-keeping responsibilities outlined herein. At such time as the initial Compliance Officer is replaced or a new Compliance Officer is designated the departing Compliance Officer will ensure that such successor is fully briefed as to the status of the City's outstanding tax-exempt indebtedness and the location of records relating to such indebtedness, and that such successor receives training and consultation(s) with bond counsel as to his or her duties as Compliance Officer under this policy.

C. External Advisors

The City shall consult with bond counsel and other legal counsel and advisors, as needed, so long as any of bonds remain outstanding, to identify requirements and to establish procedures necessary or appropriate so that interest on the Bonds will continue to be excludable from gross income for federal income tax purposes. Those requirements and procedures shall include future compliance with applicable private activity bond tests, arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of bonds. The Compliance Officer shall conduct periodic reviews, at least annually, or more often as may be necessary, to determine that the City remains in compliance with all laws and regulations, including, without limitation, the matters set forth herein. The Compliance Officer annual review shall include matters that relate to the tax-exempt status of the

Bonds, continuing compliance with covenants that relate to the tax-exempt status of the Bonds, and any new matters or public finance developments that relate to the tax-exempt status of the Bonds or continuing compliance with such requirements. The City may consult with bond counsel in conducting its review and may engage expert advisors (each a "Rebate Analyst") to assist in the calculation of arbitrage rebate payable in respect of the investment of Bond proceeds in the manner more fully set forth in the Tax Certificate.

D. Uses and Investments of Funds and Accounts

a) Various funds and accounts are established as security for the Bonds. The Compliance Officer shall prepare regular, periodic statements regarding the investments and transactions involving Bond Proceeds, which shall comprise part of the records required to be kept.

b) If any Debt Service Fund ever contains any balance after the principal payment of the Bonds is made each year, except for a reasonable carryover amount which is less than the greater of the earnings on the Debt Service Fund for the immediately preceding year ending on such principal payment date (a "Bond Year"), or 1/12 of the principal and interest payments on the Bonds for the immediately preceding Bond Year, then the Compliance Officer will contact bond counsel to ensure that such facts will not cause the Bonds to become arbitrage bonds, to formulate a plan to remediate such condition, if necessary, and to determine an allowable use for such excess moneys and/or to determine if any yield restrictions apply.

c) If any Construction Fund ever is invested at a yield higher than the yield of the Bonds or if moneys in the Construction Fund are not fully expended by three years after the original delivery date of the Bonds, then the Compliance Officer will contact bond counsel to ensure that such facts will not cause the Bonds to become arbitrage bonds, to formulate a plan for the investment and application of the remaining unexpended Bond Proceeds, which plan may include the redemption or defeasance of Bonds, and/or to determine if any yield restrictions apply.

d) If any Debt Service Reserve Fund is ever funded (i) in an amount more or less than the required balance but declining in future years as detailed in the Tax Certificate), or (ii) is invested at a yield that is higher than the yield of the Bonds, then the Compliance Officer will contact bond counsel to ensure that such facts will not cause the Bonds to become arbitrage bonds, to formulate a plan to remediate such condition and/or to determine if any yield restrictions apply. Generally, if the Debt Service Reserve Fund ever contains a higher balance than required (either through the accrual of interest, investment gains, maturity of securities, or reduction in the Reserve Requirement) then the excess moneys should be dealt with as directed by the documents and approved by Bond Counsel.

E. Rebate Reporting

The use of bond proceeds and their investments must be monitored to ensure compliance with arbitrage restrictions. The City will cause arbitrage rebate calculations to be completed, or cause to be completed by an experienced firm the City has retained for this purpose related to any bond issues, with any positive rebate paid every five years and as otherwise required by applicable provisions of the Internal Revenue Code and regulations. Therefore, the Director of Finance shall ensure that proceeds and investments are tracked in a manner that facilitates accurate, complete calculation, and timely rebates, if necessary.

F. Continuing Disclosure (if applicable)

a) *Appointment.* Unless otherwise provided in any Continuing Disclosure Agreement executed in connection with the Bonds pursuant to SEC Rule 15c2-12 (the "Continuing Disclosure Agreement"), the Compliance Officer shall also be the Dissemination Agent under such Continuing Disclosure Agreement. The Compliance Officer shall be responsible for and take all reasonable steps to ensure compliance with said Continuing Disclosure Agreement and shall monitor the operations of the Issuer for occurrence of any listed event (as set forth therein). Should the Compliance Officer no longer serve as Dissemination Agent, the City shall select an internal or external Dissemination Agent.

b) *Responsibilities.* The Dissemination Agent is responsible for the following (the "Disclosure Policies"):

i. serving as a "point person" for personnel to communicate issues or information that should be or may need to be included in any Continuing Disclosure Agreement;
ii. monitoring compliance by the City with these Disclosure Policies, including timely dissemination of the annual report and event filings as described below;
iii. recommending changes to these Disclosure Policies to the City as necessary or appropriate;
iv. following up with others to make sure that assigned tasks have been completed on a timely basis and making sure that the continuing disclosure annual report is filed on a timely basis; and
v. maintaining records documenting the City's compliance with these Disclosure Policies and the Continuing Disclosure Agreement.

—*Filing Requirements.* The City is required to file an annual report with the MSRB's Electronic Municipal Market Access ("EMMA") system each year. Such annual reports are required to include certain updated financial and operating information and audited financial statements. The Dissemination Agent will establish a calendar reminder of the city's continuing disclosure obligations on July 1 each year. The City is also required to file notices of certain events with the MSRB's Electronic Municipal Market Access system. Upon the identification of the occurrence of a material event, the Dissemination Agent shall, in consultation with Bond Counsel, prepare, or caused to be prepared, a draft of the necessary notice and shall notify such parties of the date by which such notice is to be filed. If it is not clear if the occurrence of an event constitutes an event the requires notification, then the Dissemination Agent shall consult with Bond Counsel to determine whether the City is required to file a notice concerning such event.

c)

G. Continuing Disclosure

The City shall remain in compliance with Rule 15c2-12 by filing its annual financial statements and other financial and operating data for the benefit of its bondholders within the required time frame stated in each Continuing Disclosure. The inability to make timely filings must be disclosed and is a negative reflection. While there is reliance on timely audit and preparation of the City's annual report, the Director of Finance will ensure that the City's timely filing with the Municipal Securities Rulemaking Board.

GLOSSARY

Arbitrage- The difference between the interest paid on the tax-exempt securities and the interest earned by investing the security proceeds in higher-yielding taxable securities. IRS regulations govern arbitrage on the proceeds from issuance of municipal securities.

Balloon Maturity- A later maturity within an issue of bonds that contains a disproportionately large percentage of the principal amount of the original issue.

Bond Allocation Policies- Outline as to how an investor's order is filled when a maturity in an underwriting syndicate is oversubscribed. The senior managing underwriter and issuer decide how the bonds will be allocated among the syndicate. There are three primary classifications of orders, which form the designation policy. The highest priority is given to Net Designated orders; the next priority is given to Group Net orders and Member orders are given the lowest priority (unless the Member orders are retail orders in which case it would be given the highest priority).

Bullet Maturity- Maturity for which there are no sinking fund payments prior to the stated maturity date.

Call Provisions- The terms of the bond contract giving the issuer the right to redeem all or a portion of an outstanding issue of bonds prior to their stated dates of maturity at a specific price, usually at or above par.

Capitalized Interest- A portion of the proceeds of an issue that is set aside to pay interest on the securities for a specific period of time. Interest is commonly capitalized for the construction period of the project.

Commercial Paper- Very short-term, unsecured promissory notes issued in either registered or bearer form, and usually backed by a line of credit with a bank.

Competitive Sale- A sale of securities by an issuer in which underwriters or syndicates of underwriters submit sealed bids to purchase the securities in contrast to a negotiated sale.

Continuing Disclosure- The principle that accurate and complete information material to the transaction which potential investors would be likely to consider material in making investment decisions with respect to the securities be made available on an ongoing basis.

Credit Enhancement- Credit support purchased by the issuer to raise the credit rating of the issue. The most common credit enhancements consist of bond insurance, direct or standby letters of credit, and lines of credit.

Debt Service Reserve Fund- The fund in which moneys are placed which may be used to pay debt service if pledged revenues are insufficient to satisfy the debt service requirements.

Deep Discount Bonds- Bonds that are priced for sale at a substantial discount from their face or par value.

Derivatives- A financial product whose value is derived from some underlying asset value.

Designation Policies- Concerning a negotiated sale of bonds, the rules regarding how the takedown (sales commission) is allocated among the underwriters for each order put in for the bonds.

Direct Purchase Loan- A source of financing where the loan is purchased by a financial institution instead of being offered to the general public for purchase. The loan can bear interest at a fixed rate or on a variable rate tied to market index (i.e. LIBOR or SIFMA). This form of financing does not require a remarketing agent to set the variable rate. As such, a Direct Purchase Loan can be used to replace traditional forms of variable-rate debt.

Escrow- A fund established to hold moneys pledged and to be used to pay debt service on an outstanding issue.

Expenses- Compensates senior managers for out-of-pocket expenses including: underwriters counsel, DTC charges, travel, syndicate expenses, dealer fees, overtime expenses, communication expenses, computer time and postage.

Floating Rate Notes (FRNs)- A note with a variable interest rate sold either in the public market or directly to financial institutions. The adjustments to the interest rate are typically tied to a certain index like LIBOR or SIFMA and are made periodically. The rate would continue to reset in the same manner through maturity. The LIBOR-based floating rate note market typically does not require bank support and as a result, offers issuers an alternative to traditional floating rate debt.

Grant Anticipation Notes (GANs)- Short term notes issued by the government unit, usually for capital projects, which are paid from the proceeds of State or Federal grants of any type.

Letters of Credit- A bank credit facility wherein the bank agrees to lend a specified amount of funds for a limited term.

Management Fee- The fixed percentage of the gross underwriter's spread which is usually only paid to the managing underwriter for the structuring phase of a transaction.

Members- Underwriters in a syndicate other than the senior underwriter.

Moody's Median. Key financial, debt, economic and tax base statistics with median values for each statistic presented. Moody's uses audits for both rated and unrated agencies to ensure that the medians presented are representative of all agencies.

Negotiated Sale- A method of sale in which the issuer chooses one underwriter to negotiate terms pursuant to which such underwriter will purchase and market the bonds.

Original Issue Discount- The amount by which the original par amount of an issue exceeds its public offering price at the time it is originally offered to an investor.

Pay-As-You-Go- An issuer elects to finance a project with existing cash flow as opposed to issuing debt obligations.

Present Value- The current value of a future cash flow.

Private Placement- The original placement of an issue with one or more investors or financial institutions as opposed to being publicly offered or sold.

Rebate- A requirement imposed by the Tax Reform Act of 1986 whereby the issuer of the bonds must pay the IRS an amount equal to its profit earned from investment of bond proceeds at a yield above the bond yield calculated pursuant to the IRS code together with all income earned on the accumulated profit pending payment.

Tax and Revenue Anticipation Notes (TRANs)- Short-term notes issued by a government unit, usually for capital projects, which are paid from the proceeds of sales tax or other revenue sources.

Selling Groups- The group of securities dealers who participate in an offering not as underwriters but rather as those who receive securities less the selling concession from the managing underwriter for distribution at the public offering price.

Syndicate Policies- The contractual obligations placed on the underwriting group relating to distribution, price limitations and market transactions.

Underwriter- A dealer that purchases new issues of municipal securities from the Issuer and resells them to investors.

Underwriter's Discount- The difference between the price at which the Underwriter buys bonds from the Issuer and the price at which they are reoffered to investors.

Variable Rate Debt- An interest rate on a security, which changes at intervals according to an index or a formula or other standard of measurement as, stated in the bond contract.

1. City of Modesto Philosophy Regarding Use of Interest Rate Swaps
A. Introduction

Interest rate exchange agreements or interest rate swaps ("Swaps") and related financial instruments and derivatives are appropriate interest rate management tools. Properly used, Swaps can increase the City of Modesto's (the "City") financial flexibility and provide opportunities for interest rate savings.

Swaps are appropriate to use when they achieve a specific financial objective consistent with the City's overall Swap and Debt Management policies. Swaps may be used, for example, to lock-in a current market fixed rate or create additional variable rate exposure. Swaps may be used to produce interest rate savings or alter the pattern of debt service payments. Swaps may be used to cap, limit or hedge variable rate payments. Options granting the right to commence or cancel an underlying Swap is permitted to the extent the Swap itself is otherwise consistent with this policy.

The authorized Swaps contemplated in this policy are intended to reduce the amount or duration of interest rate risk, or produce a lower cost of borrowing when used in combination with the issuance of bonds.

B. Rationales for Utilizing Interest Rate Swaps

The use of Swaps and related financial instruments should balance the City's primary objectives of reducing the cost of capital, minimizing the City's exposure to interest rate volatility, and gaining flexibility in structuring and managing its debt portfolio over time with the risks associated with these tools and instruments. Examples of how the City's debt management objectives can be achieved through the use of Swaps and other financial instruments are described below:

- Reduce borrowing costs at the time of issuance
  Create synthetic fixed rate debt through a floating-to-fixed Swap.

- Actively manage interest rate risk
  Lock-in current market rates through (forward starting) floating-to-fixed Swap.

- Balance financial risk
  Purchase of an interest rate cap.

- Achieve appropriate asset/liability match
  Create variable rate exposure through fixed-to-floating Swap.

Under no circumstances will Swaps be used for speculative purposes, e.g., to realize trading gains.

2. Authority for Entering Into Swap Agreements

The purpose of this policy is to integrate the use of Swaps into the City's overall debt management practice, and other funds of the City where particular debt strategies, both long-term and short-term, factor into these decisions. Swaps will not be used for speculation. The City Manager, in conjunction with the Director of Finance, shall be responsible for determining if and when it is in the City's overall best financial interests to enter into a Swap or related financial instruments covered by this policy.

The City shall comply with all applicable laws. The City must receive an opinion acceptable to the financial market from a nationally recognized law firm that the swap contract is a legal, valid, and binding obligation of the City and that entering into such a contract complies with applicable provisions of the City Charter and State statutes.

3. Permitted Instruments

The City may utilize financial instruments that (i) lower its interest expense, (ii) manage its financial risk or (iii) improve its financial condition.

The City shall not use financial instruments that (i) create substantial leverage or financial risk, (ii) lack adequate liquidity to terminate at market, (iii) provide insufficient price transparency to allow reasonable valuation on an ongoing basis, or (iv) are primarily speculative in nature.

The use of swaps and other hedging products should produce a result not otherwise available in the cash market (i.e., lack of advance refunding/non-callable debt), or provide a higher level of net savings compared to conventional financing methods.

A. Permitted Financial Instruments

The City may expressly utilize the following financial instruments, after identifying the financial objective(s) to be realized and assessing the attendant risks:

- Interest Rate Swaps including, but not limited to:
- Fixed-to-Floating
- Floating-to Fixed
- Forward Starting Interest Rate Exchange Agreements

Current or forward starting floating-to-fixed rate swaps, designed to reduce a fixed interest rate below that which would otherwise be available through the use of traditional fixed rate debt.

Fixed-to-floating rate swaps, designed to create additional variable interest rate exposure

- **Rate Locks**
  Cash-settled forward contracts based on indices such as the MMDTM[1] "AAA" scale.

- **Interest Rate Caps, Floors or Collars**
  Financial contracts that limit exposure to interest rate volatility.

- **Options on Variable Rate Indices**
  Indices could include the Securities Industry and Financial Markets Association ("SIFMA") Index[2], London Interbank Offered Rate ("LIBOR")[3], etc.

- **Options on Swaps ("Swaptions")**
  Methods used to control the commencement or cancellation of interest rate swaps.

- **Basis Swaps**
  Floating-to-floating rate swaps using different variable-rate indices, such as a swap from the SIFMA Index to a percentage of LIBOR.

[1] MMDTM is a trademark of Municipal Market Data, a Thompson Financial company.
[2] The SIFMA Index is an index of more than 500 high-grade, tax-exempt, weekly reset VRDO issues.
[3] LIBOR is the benchmark short-term loan rate in the corporate (taxable) market.

4. Swap Risk Analysis

The City shall require for each proposed financing an evaluation of all financial products with respect to the unique risks that they bear. A specific determination must be made that the proposed or expected benefits exceed the identified risks by an adequate margin over those available in the traditional cash market. At a minimum, the City shall perform an evaluation of the risks and what steps have been taken to mitigate any risks. The City shall retain a financial/swap advisor to assist in assessing these risks. Questions that may arise include the following:

- **Market or Interest Rate Risk**
  Does the transaction hedge (i.e., decrease or eliminate) or increase interest rate volatility?

- **Tax Risk**
  How is the transaction or its benefits affected by a future change in federal income tax policy?

- **Termination Risk**
  Under what circumstances might the transaction be terminated? At what value?

- **Risk of Uncommitted Funding (Put Risk)**
  Does the transaction create additional financing dependent upon third party participation (such as requiring a letter of credit, grant or other anticipation funding, etc.)?

- **Rollover Risk**
  Is the term of the Swap shorter than the term of the underlying hedged debt or financial instrument? Does the City anticipate entering into another Swap when the first Swap terminates?

- **Legal Risk**
  Is the transaction expressly legally authorized?

- **Counterparty Risk**
  What is the creditworthiness of the counterparty?

- **Rating Agency Risk**
  Is the proposed transaction consistent with the City's current ratings and ratings objectives?

- **Basis Risk**
  Is it anticipated that the projected Swap payments the City will receive closely match the debt service payments it will make?

- **Subsequent Business Conditions**
  Does the transaction or its benefits depend upon the continuation, or realization, of specific industry business conditions (e.g., unusual demand for state-specific variable rate debt)?

- **Operational Risk**
  Does the City have adequate systems, policies, and practices in place to monitor and manage the transaction over its term?

5. Swap Procurement and Execution

A. Procurement

The City will not have a fixed policy with respect to the procurement of Swaps and other financial instruments authorized by this policy. On a product-by-product basis, the City will have the authority to negotiate or competitively bid the procurement of financial instruments that have customized or specific attributes designed on its behalf. The Director of Finance will be responsible for determining the method of procurement for Swaps and related financial instruments. An independent financial/swap advisor shall be retained to assist the Director of Finance in evaluating the proposed pricing of Swaps or related financial instruments.

B. Swap Execution

The Director of Finance may recommend the use of financial derivative products if they:

1. Provide a specific benefit not otherwise available;
2. Produce greater expected interest rate savings than cash market alternatives;
3. Do not create substantial leverage or financial risk;
4. Result in an improved capital structure or better asset/liability match; and
5. Reasonably pass the Swap Risk Evaluation required by Section 4 of this policy.

C. Credit Rating Designations

For purposes of this Swap Policy, references to credit ratings will be based on those ratings issued by Moody's Investors Service, and/or Standard & Poor's Corporation, and/or Fitch Ratings. The credit ratings will reflect the designations assigned by each of these rating agencies utilized for comparable credit and will be listed for each rating agency utilized in the order shown in the preceding sentence.

6. Swap Documentation

The City will use standard International Swap and Derivatives Association, Inc. ("ISDA") Master Agreement, including the Counterparty Schedule to the Master Agreement and a Credit

Support Annex (utilizing such versions thereof as the Director of Finance shall determine), as supplemented and amended in accordance with the recommendations of the City's financial/swap advisor and legal counsel. Each Swap entered into by the City shall include payment, term, security, collateral, default, remedy, termination and other terms, conditions and provisions as the Director of Finance may deem necessary or desirable.

A. Terms and Notional Amount of Swap Agreement

The City shall determine the appropriate term for Swaps on a case-by-case basis. The slope of the swap curve, the marginal change in swap rates from time to time along the swap curve, and the impact that the term of the Swap will have on the City's overall financial (e.g., interest rate, market value, counterparty, etc.) exposure shall be considered in determining the appropriate term of any Swap agreement. In connection with the issuance or carrying of bonds, the term of the Swap agreement between the City and qualified swap counterparty shall not extend beyond the final maturity date of existing City debt, or in the case of a refunding transaction, beyond the final maturity of the refunding bonds. At no time shall the total net notional amount of all Swaps, excluding any offsetting Swaps exceed the total amount of outstanding applicable bonds. Variable rate debt exposure created through the use of Swaps will be consistent with the limitations set forth in the City's adopted Debt Management Policy. Terms and conditions of any Swap shall be negotiated by the Director of Finance in the best interests of the City subject to the applicable legal provisions and this policy. The Swap agreements entered into between the City and each counterparty shall include payment, term, security collateral, default, remedy, termination, and other terms, conditions and provisions as the Director of Finance, in consultation with City legal counsel and its swap advisor, deems necessary or desirable.

Subject to the provisions contained herein, the City's swap documentation and terms should include the following:

- The City will be able to terminate the swap without cause subject to market termination costs.
- The swap counterparty will only be able to terminate the swap if the City's credit ratings fall below a certain pre-determined threshold and/or the City's failure to perform, as required by the swap contract.
- Governing law for Swaps will be New York, but should reflect California authorization provisions.
- The specified indebtedness related to credit events in the Master Agreement should be narrowly drafted and refer only to specific debt of the issuing fund.
- Eligible collateral should be limited to Treasuries, Federal Agencies and any other securities which, in the City's sole discretion, shall be deemed reasonable and creditworthy.
- Collateral thresholds should be set on a sliding scale reflective of credit ratings.
- Termination value should be set by "market quotation" methodology.
- Whenever possible use a credit support annex to document swap termination value collateralization procedures.
  Ratings downgrade triggers.

7. Policy on Swap Counterparties

The City shall only do business with highly rated counterparties, and will structure swap agreements to protect itself from credit deterioration. All Swap transactions shall contain provisions granting the City the right to optionally terminate a swap agreement at-market at any time over the term of the agreement.

A. Qualified Swap Counterparties

The City should not have an immutable credit standard. However the City shall attempt to do business with highly rated counterparties the long-term ratings of which at the date of execution are at least "Aa" or "AA" by one or more Nationally Recognized Statistical Ratings Organizations (NRSRO) and no less than "A2" or "A" by one or more NRSRO. For lower rated counterparties, the City should seek credit enhancement in the form of:

1. Contingent swap counterparty providing support;
2. Collateral;
3. Ratings downgrade triggers; and,
4. Minimum rating threshold of "Baa3/BBB-/BBB-, "below which provisions will allow an assignment or trigger an additional termination event, with the counterparty as the affected party (i.e., the counterparty would pay market based transaction costs).

In addition, the counterparty must have a demonstrated record of successfully executing swap transactions as well as creating and implementing innovative ideas in the swap market. The City shall be authorized to enter into interest rate swap transactions only with qualified swap counterparties.

8. Limitations on Counterparty Exposure

A. Guidelines

In order to diversify the City's counterparty credit risk, and to limit the City's credit exposure to any one counterparty, limits will be established for each counterparty based upon both the credit rating of the counterparty as well as the relative level of risk associated with each existing and proposed swap transaction. The guidelines shown in the following table provide general termination exposure guidelines with respect to whether the City should enter into an additional transaction with an existing counterparty. The City may make exceptions to the guidelines at any time to the extent that the execution of a swap achieves one or more of the goals outlined in these guidelines or provides other benefits to the City. In general, the maximum net termination exposure to any single counterparty should be set so that it does not exceed a prudent level as measured against the gross revenues, available assets or other financial resources of the City.

For example, if the City has two Swaps with one counterparty, and if the first Swap's market value positive $10 million and the second Swap's market value is negative $20 million, then the City's total net exposure to the counterparty is negative $10 million.

Such guidelines will also not mandate or otherwise force automatic termination by the City or the counterparty. Maximum net termination exposure is not intended to impose retroactively any terms and conditions on existing transactions. Such provisions will only act as guidelines in making a determination as to whether or not a proposed transaction should be executed given certain levels of existing and projected net termination exposure to a specific counterparty. Collateral posting guidelines are described in the collateral section below. The calculation of net termination exposure per counterparty will take into consideration multiple transactions, some of which may offset the overall exposure to the City.

Under this approach, the City will set limits on individual counterparty exposure based on existing as well as new or proposed transactions. The sum of the current market value and the projected exposure shall constitute the maximum net termination exposure. For outstanding transactions, current exposure will be based on the market value as of a recently completed swap valuation report provided by the City's swap advisor. Projected exposure shall be calculated based on the swap's potential termination value taking into account possible adverse changes in interest rates as implied by historical or projected measures of potential rate changes applied over the remaining term of the swap. For purposes of this calculation, the City shall include all existing and projected transactions of an individual counterparty and all transactions will be analyzed in aggregate such that the maximum exposure will be additive.

The exposure thresholds, which will be reviewed periodically by the City to ensure that they remain appropriate, will also be tied to long-term credit ratings of the counterparties and whether or not collateral has been posted as shown in the table below. If a counterparty has more than one rating, the lowest rating will govern for purposes of the calculating the level of exposure. If contingent swap counterparty or swap insurance is used to provide financial support for the primary counterparty, the rating of the support entity shall be used. A summary table is provided below:

Credit Ratings	**Maximum Collateralized Net Termination Value**	**Maximum Uncollateralized Net**	**Maximum Net Termination Exposure**
		Termination Value	
AAA	N/A	$30.0 million	N/A
AA Category	$30.0 million	$20.0 million	$30.0 million
A Category	$20.0 million	$10.0 million	$20.0 million
Below A Category	$10.0 million	$5.0 million	$15.0 million

If the exposure limit is exceeded by counterparty, the City shall conduct a review of the exposure limit per counterparty. The City, in consultation with its bond counsel and swap advisor, shall explore remedial strategies to mitigate this exposure.

9. Benefit Expectation

Financial transactions, using Swaps or other derivative products, intended to produce the effect of a synthetic advance refunding, must generate at least 25% greater savings than the benefit threshold then in effect for fixed-rate bonds as determined by the City's Director of Finance. (see Debt Management Policy Section 10A).

The higher savings target reflects the greater complexity and higher risk of derivative financial instruments.

In calculating the prospective savings against the target for implementing a fixed-to-variable swap, the cost of remarketing, in addition to the cost of credit and liquidity fees must be added to the variable rate representing the ten-year average of comparable variable rate securities.

10. Termination Provisions

All swap transactions shall contain provisions granting the City the right to optionally terminate a swap agreement at market at any time over the term of the agreement, but shall NOT grant this right to the counterparty. In general, exercising the right to terminate an agreement produces a benefit to the City, either through the receipt of a payment from a termination, or if the termination payment is made by the City, in conjunction with a conversion to a more beneficial (desirable) City debt obligation, as determined by the City.

11. Collateral

As part of any swap agreement, the City shall require collateralization or other credit enhancements to secure any or all swap payment obligations. As appropriate, the City, in consultation with its bond counsel and swap advisor, may require collateral or other credit enhancements to be posted by each swap counterparty under the following circumstances:

- Each counterparty to the City may be required to post collateral if the highest credit rating of the counterparty or parent falls below the "Aa/AA" category. Additional collateral for further decreases in credit ratings of each counterparty shall be posted by each counterparty in accordance with the provisions contained in the collateral support agreement to each counterparty with the City.
- Collateral shall be deposited with a third party trustee, or as mutually agreed upon between the City and the counterparty.
- A list of acceptable securities that may be posted as collateral and the valuation of such collateral will be determined and mutually agreed upon during negotiation of the swap agreement with each swap counterparty.
- The market value of the collateral shall be determined on at least a weekly basis.
- The City shall determine the reasonable threshold limits for the initial deposit and for increments of collateral posting thereafter.

- The City shall determine on a case-by-case basis whether other forms of credit enhancement, such as swap insurance, are more beneficial in lieu of the posting of additional collateral.
- An evaluation of the performance of the swap relative to the rate on the bonds.
- A computation of the effective cost of borrowing inclusive of all fees and costs associated
  with the underlying financing.

12. Conformance with Dodd-Frank

It is the intent of the City to conform this policy to the requirements relating to legislation and regulations for over-the-counter derivatives transactions under Title VII of the Wall Street Transparency and Accountability Act of 2010, as supplemented and amended from time to time (herein collectively referred to as "Dodd-Frank"). Pursuant to such intent, it is the policy of the City that: (i) each swap advisor engaged or to be engaged by the City will function as the designated qualified investment representative of the City, sometimes referred to as the "Designated QIR"; (ii) each swap advisor agrees to meet and meets the requirements specified in Commodity Futures Trading Commission Regulation 23.450(b)(1) or any successor regulation thereto (herein referred to as the "Representative Regulation"); (iii) each swap advisor provide a written certification to the City to the effect that such swap advisor agrees to meet and meets the requirements specified in the Representative Regulation; (iv) the City monitor the performance of each swap advisor consistent with the requirements specified in the Representative Regulation; (v) the City exercise independent judgment in consultation with its swap advisor in evaluating all recommendations, if any, presented by any counterparty with respect to transactions authorized pursuant to this Debt Policy; and (vi) the City rely on the advice of its swap advisor with respect to transactions authorized pursuant to this Debt Policy and not rely on recommendations, if any, presented by any counterparty with respect to transactions authorized pursuant to this Debt Policy.

13. Monitoring and Reporting

At least once per year normally as part of the City Financial Annual Report (CAFR), or as requested by the City Council, the Director of Finance shall prepare a information describing the various Swaps and financial arrangements entered into by the City pursuant to this policy that are in effect as of the date of the report's publication. The report shall include the following information:

1. A summary of key terms of the agreements, including notional amounts, interest rates, maturity and method of procurement.

2. The mark-to-market value of each agreement.

3. The full name, description, and credit ratings of each counterparty or the applicable guarantor.

4. The amounts that were required to be paid and received and any amounts that were actually paid and received.

5. A listing of any credit enhancement, liquidity facility, or reserves and an accounting of all costs and expenses associated with the credit enhancement, liquidity facility, or reserves.

6. The aggregate mark-to-market value and potential termination value for each swap by counterparty.
7. A discussion of other risks associated with each transaction.

At the end of each fiscal year, the Director of Finance shall provide to the City Council all information required for financial reporting under GASB as well as any other reporting or disclosure requirements. The City shall adhere to California Government Code Section 5922 and applicable Government Accounting Standards Board (GASB) guidelines for reporting and disclosure guidelines for derivative products.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-232

RESOLUTION AMENDING THE FISCAL YEAR 2014-2015 ANNUAL OPERATING AND CAPITAL IMPROVEMENT BUDGETS

WHEREAS, a financial analysis has been completed and it has been determined that a budget adjustment is required to the Annual and Capital Improvement Budgets of the City of Modesto for Fiscal Year 2014-2015,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2014-2015 Annual Operating and Capital Improvement budgets as shown in **Exhibit A**, which is **attached** hereto and incorporated by reference herein.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to take the necessary steps to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 7th day of July, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following votes:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT A

FISCAL YEAR 2014-15

PARKS, RECREATION AND NEIGHBORHOODS

On March 24, 2015 the Council of the City of Modesto, by Resolution #2015-97 approved $250,000 of General Fund balance Carryover to be used for Capital Improvement Project #100888, Miracle League. A budget adjustment is necessary to transfer $250,000 from the General Fund Reserves to Capital Improvement Project #100888, Miracle League, in Fund 1380, and establish the project expense budget.

PUBLIC WORKS

In Fiscal Year 2010-11 the Compost, Solid Waste and Green Waste Funds were combined in one fund. In Fiscal Year 2013-14 these funds were again separated; however, the reserve balances for each of the funds were not. A budget adjustment is necessary to transfer $545,090 from the Green Waste Fund, 4892, to the Compost Fund, 4890; and, $828,012 from the Compost Fund, 4890, to the Solid Waste Fund, 4891, to restore the reserves within each fund.

A budget adjustment is necessary to transfer $750,000 from the Solid Waste Fund, 4891, as follows; $450,000 to the Green Waste Fund, 4892, and $300,000 to the Compost Fund, 4890, to ensure an adequate reserve level is maintained in each fund.

UTILITIES

A budget adjustment is necessary to transfer $110,000 from Transit Reserves to Capital Improvement Project #100749, Transit Building Restroom Remodel, in Fund 4540 for discretionary expense associated with the addition of an additional restroom.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-233

RESOLUTION AUTHORIZING THE AWARD OF BID FOR THE FURNISHING OF A LIGHTING UPGRADE FOR THE BUS FACILITY PARKING LOT FOR THE PUBLIC WORKS DEPARTMENT, TRANSIT DIVISION TO DV ELECTRIC CO., SAN JOSE, CA, AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO ISSUE A PURCHASE ORDER FOR AN ESTIMATED TOTAL COST OF $60,965

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for the furnishing of a lighting upgrade for the bus facility parking lot, and

WHEREAS, the Purchasing Division issued RFB No. 1415-32 Lighting Upgrade for Bus Facility Parking Lot on the City's website under the commodity code for parking lot lighting services, to sixty-three (63) prospective bidders, ten (10) of which were local companies, and

WHEREAS, thirty-six (36) companies chose to download the RFB document, and

WHEREAS, bids were formally opened in the City Clerk's Office. Six (6) companies chose to respond, three of which were local companies, and

WHEREAS, all six (6) companies provided responsive and responsible bids, and

WHEREAS, Modesto Municipal Code 8-3.206 Support of Local Vendors is not applicable as FTA funding is used for this project, and

WHEREAS, based on providing the lowest responsive and responsible bid, City staff recommends the award of bid for the furnishing of a lighting upgrade for the bus facility parking lot for the Public Works Department, Transit Division to DV Electric Co., San Jose, CA, for an estimated total cost of $60,965, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all

purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. The award of bid for the furnishing of a lighting upgrade for the bus facility parking lot for the Public Works Department, Transit Division to DV Electric Co., San Jose, CA, conforms to Modesto Municipal Code 8-3.203, and

WHEREAS, funds are budgeted in Fiscal Year 2015-16 in Appropriation Unit: 4510-59999-55010.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of bid for the furnishing of lighting upgrade for the bus facility parking lot for the Public Works Department, Transit Division to DV Electric Co., San Jose, CA,.

BE IT FURTHER RESOLVED that the Purchasing Manager, or his designee, is hereby authorized to issue a purchase order for an estimated total cost of $60,965.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 7th day of July, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-234

RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT AND IMPLEMENTATION OF SITSTAT BY PSOMAS IN THE AMOUNT OF $28,000 AND THE LICENSE/ANNUAL SERVICE FEE IN THE AMOUNT OF $21,500 FOR AN ESTIMATED TOTAL COST OF $49,500

WHEREAS, the initial cost of the software program and implementation is $49,500. Annual cost after that will consist of the annual service charge of $12,500 and user charges of approximately $9,000 for a total annual cost of $21,500, and

WHEREAS, Modesto Fire will own the license for this product in Stanislaus County, and

WHEREAS, many agencies have expressed interest in purchasing rights to the product through Modesto Fire. It is anticipated that a large portion of the startup and ongoing maintenance fees could be recovered through agreements with other agencies, and

WHEREAS, with the implementation of resource sharing and drop boundaries, it is critical to have a program that can efficiently and accurately track and provide real-time data related to resource availability and location, SitStat by Psomas is a one of kind program that can provide this, and

WHEREAS, Psomas is the sole developer, distributor and supporting agency of SitStat. There are no other comparable programs/vendors on the market that could be looked at, and

WHEREAS, the Modesto Fire Department Staff, in cooperation with its regional partners, is recommending the purchase and implementation of this resource tracking and accountability software program, and

WHEREAS, the program will integrate with the existing computer aided dispatch (CAD) system and provide situational awareness to incident commanders and first responders via phone, tablet, and desktop access. The program will allow for resource tracking, personnel accountability, detailed site plans, hydrant information and locations, resulting in increased efficiencies and safer emergency scenes, and

WHEREAS, Modesto Municipal Code (MMC) Section 8-3.203 generally requires all purchases that meet or exceed $50,000 for material, equipment or contractual services to be formally bid. However, there are exceptions to the rule set forth in the MMC Section 8-3.204(b), which states that the purchasing agencies' requirements can be met solely by a single article or process; the sole source procurement of SitStat by Psomas conforms to this MMC section, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the sole source procurement and implementation of SitStat by Psomas in the amount of $28,000 and the license/annual service fee in the amount of $21,500 for an estimated total cost of $49,500.

BE IT FURTHER RESOLVED, that the Purchasing Manager is authorized to issue a purchase order for an estimated total cost of $49,500.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 7th day of July, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-235

RESOLUTION APPROVING A USE AGREEMENT BETWEEN THE CITY OF MODESTO AND CONGREGATIONS BUILDING COMMUNITY (CBC) TO PROVIDE PROGRAMMING AT THE NEIGHBOORHOOD CENTER AT MARSHALL PARK (NCAMP)

WHEREAS, the City of Modesto (CITY) recognizes the importance of neighborhood programming, and

WHEREAS, CITY recognizes that Congregations Building Community (ORGANIZATION) has a long history of providing neighborhood and family programming, and

WHEREAS, CITY has space available at Neighborhood Center at Marshall Park (NCAMP), and

WHEREAS, ORGANIZATION has received a two-year grant through the Stanislaus Community Foundation to provide programming, and

WHEREAS, ORGANIZATION will be creating a custom program to run its programming based on the space and times available at the NCAMP.

IN LIGHT OF THE FOREGOING, CITY and ORGANIZATION desire to enter into a written Agreement in order to obtain the mutual benefits recited above.

WHEREAS, Organization will agree to comply with the following:

1. ORGANIZATION will provide CITY a detailed calendar of activities in accordance with the agreement.

2. ORGANIZATION agrees not to sublet the facility to any other agency.

3. ORGANIZATION agrees not to permanently modify the facility.

4. ORGANIZATION agrees not to use the facility for any other purpose stated in the agreement without getting written permission from the Parks, Recreation and Neighborhood Manager.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Use Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 7th day of July, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-236

RESOLUTION APPROVING AN AMENDMENT TO AGREEMENT WITH BARTKIEWICZ, KRONICK & SHANAHAN, P.C. (BKS) TO PROVIDE ADDITIONAL LEGAL SERVICES FOR TERTIARY EFFLUENT WATER RIGHTS ANALYSIS IN AN AMOUNT NOT TO EXCEED $47,925 FOR THE IDENTIFIED SCOPE OF SERVICES, PLUS $5,021 FOR ADDITIONAL SERVICES (IF NEEDED), FOR A MAXIMUM TOTAL AMOUNT OF $52,946, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AMENDMENT TO AGREEMENT

WHEREAS, the North Valley Regional Recycled Water Program (NVRRWP) provides a regional solution to part of California's water crisis by making tertiary-treated recycled water available to the drought-impacted west side of several California counties (Stanislaus, San Joaquin, and Merced Counties) for farmland irrigation, and

WHEREAS, on April 27, 2010, City Council, by Resolution No. 2010-153, approved a Memorandum of Understanding (MOU) between the partners to fund the necessary studies associated with the NVRRWP, and

WHEREAS, currently, the Phase 3 feasibility study of the preferred project alternative is nearing completion, which includes the proposed project environmental documentation, stakeholder outreach, permitting and financial applications, and

WHEREAS, in a parallel effort, Bartkiewicz, Kronick & Shanahan, P.C. (BKS) is currently assisting the City with a Tertiary Water Rights Analysis, which includes preparing, filing and supporting the City's Wastewater Change Petition, with the State Water Resources Control Board (SWRCB), and

WHEREAS, this will allow the City to relocate its current wastewater discharge from the San Joaquin River (SJR) to the Delta Mendota Canal (DMC), and

WHEREAS, this effort will result in establishing the City's water rights to its recycled water, and

WHEREAS, the Petition was filed with the SWRCB on February 10, 2015, and two letters of protest were received by the close of the comment period on March 12, 2015, and

WHEREAS, in addition to assisting the City prepare responses to the two protests, BKS has also provided support in reviewing and providing responses to public comments on the draft environmental reports, which are closely related to issues in the petition's protests, and

WHEREAS, these ongoing, and upcoming, efforts exceed the amount in the current agreement, and as a result, City staff is requesting an amendment to provide continuing legal services for this phase of the NVRRWP,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Amendment to Agreement with Bartkiewicz, Kronick & Shanahan, P.C. to provide additional legal services for Tertiary Effluent Water Rights Analysis in an amount not to exceed $47,925 for the identified scope of services, plus $5,021 for additional services (if needed), for a maximum total amount of $52,946.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Amendment to Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 7th day of July, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-237

RESOLUTION APPROVING AN EXEMPTION FOR THE MODESTO CITY SCHOOLS SPORTS AND RECREATION FIELDS FROM STAGE II DROUGHT CONTINGENCY PLAN REQUIREMENTS IN THE INTEREST AND CONCERN OF PROVIDING FOR THE HEALTH AND SAFETY OF THE USERS

WHEREAS, California is in currently entering the fourth consecutive year of drought conditions and most of the state, including the watershed that provides the City of Modesto's water supply, is experiencing exception drought conditions, and

WHEREAS, on May 1, 2015 the Modesto City Council approved changes to the Drought Contingency Plan and implemented Stage II water conservation requirements, and

WHEREAS, the Stage II requirements limit watering of turf to twice weekly before 9:00 a.m. and after 7:00 p.m., and

WHEREAS, on May 26, 2015 the Modesto City Council approved exemptions to the Stage II requirements for community sports and recreation fields owned by the City, and

WHEREAS, Modesto City Schools (MCS) has requested similar exemptions for its sports and recreation fields, and

WHEREAS, based on the water conservation practices that MCS has already implemented, staff recommended the following exemptions be granted to MCS:

1) For Modesto Metro Conference sports fields, including those reserved by the public, apply sufficient irrigation water as necessary to maintain a safe turf playing surface. Allow large comprehensive high schools to irrigate on half schedules; on half on Tuesday and Saturday and the other half on Wednesday and Sundays. Install "compliance" signs as per City guidance.

2) To pressure wash bleachers, walkways, eating areas, restrooms, and concession stands as necessary to maintain healthy and safe facilities.

3) To apply sufficient irrigation as necessary to establish germination of resurfaced sports fields. Only one field at a time will be refurbished. Install "compliance" signs as per City guidance.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an exemption for the Modesto City Schools sports and recreation fields from Stage II Drought Contingency Plan requirements in the interest and concern of providing for the health and safety of the users.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 7th day of July, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-238

RESOLUTION APPROVING AN AGREEMENT WITH PEARSON PROPERTIES dba BERKSHIRE HATHAWAY HOME SERVICES FOR ON-CALL REAL ESTATE BROKER SERVICES FOR VARIOUS CITY PARCELS FOR ONE YEAR, WITH TWO ONE-YEAR EXTENSION OPTIONS, AT THE SOLE DISCRETION OF THE CITY, IN AN AMOUNT NOT TO EXCEED $100,000 PER YEAR, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT, AND UP TO TWO ONE-YEAR EXTENSION OPTIONS

WHEREAS, the Utilities Department (Utilities) occasionally receives requests to market and sell certain surplus City parcels, and

WHEREAS, in order to facilitate the requests, Utilities has determined the best method to market the properties is through the use of professional real estate brokers, and

WHEREAS, real estate firms have the resources to widely list the surplus properties, by using numerous listing and advertising services for maximum exposure to the general public, and

WHEREAS, on December 10, 2014, in compliance with Administrative Directive 3.1, Selection Procedures for Professional Consultants Who Provide Architectural and Engineering Services for Capital Projects, a Request for Qualifications and Proposals was initiated to perform on-call real estate broker services, and

WHEREAS, the Request for Qualifications was sent to seven (7) real estate broker firms, and we received responses from two (2) firms who provided Qualification Statements and Proposals, and

WHEREAS, both consulting firms, consisting of Berkshire Hathaway Home Services (Berkshire Hathaway) and Rand Commercial Properties, were chosen as the

most qualified since they are licensed by the state and have several years experience in marketing and selling Modesto area properties, and

WHEREAS, the two firms are deemed qualified to provide the requested on-call real estate broker services in a timely, efficient, and cost effective manner, and

WHEREAS, Berkshire Hathaway and its company predecessors of Modesto, has over 45 years of local real estate experience and has previously worked with the City of Modesto successfully selling and leasing various properties, and

WHEREAS, Berkshire Hathaway will charge the City a six percent (6%) commission rate, and

WHEREAS, Berkshire Hathaway has a proven track record of successfully bringing together sellers and buyers, and has previously represented the City in selling City property, and

WHEREAS, no new budget allocation will be sought because the project specific task orders under the agreement will be paid from existing Capital Improvement Program projects (CIPs), and

WHEREAS, Berkshire Hathaway will submit a written scope of services outlining the specific work, schedule, and cost estimate associated with each task order, and

WHEREAS, Berkshire Hathaway will perform no service until Capital Improvement Services management has approved the proposed specific task order and a written Notice to Proceed (NTP) is prepared and sent to Berkshire Hathaway prior to commencement of services, and

WHEREAS, at time of closing, Berkshire Hathaway shall be paid commission out of proceeds from the sale of the subject property by the title company, and

WHEREAS, revenues from the proceeds from property sales will be returned to each specific CIP project that originally funded the project, or determined on a case by case basis, and

WHEREAS, City staff recommends an On-call Appraisal and Consultant Services Agreement with Berkshire Hathaway be approved,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with Pearson Properties dba Berkshire Hathaway Home Services for On-call real Estate Broker Consultant Services for various City parcels for one year, with two one-year extension options at the sole discretion of the City in an amount not to exceed $100,000 per year. Total cost for three years is not to exceed $300,000.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute said Agreement with Pearson Properties dba Berkshire Hathaway Home Services, and up to two one-year extension options.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 7th day of July, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-239

A RESOLUTION OF THE CITY OF MODESTO CERTIFYING AN ENVIRONMENTAL IMPACT REPORT AND ADOPTING ENVIRONMENTAL FINDINGS AND A MITIGATION MONITORING AND REPORTING PROGRAM UNDER CEQA FOR THE NORTH VALLEY REGIONAL RECYCLED WATER PROGRAM AND APPROVING NVRRWP COMPONENTS

RECITALS - WHEREAS, the North Valley Regional Recycled Water Program (NVRRWP) is the planned construction of a water supply project that would deliver up to 59,000 acre feet per year (AFY) of recycled water produced by the cities of Modesto and Turlock via pipeline to the Delta-Mendota Canal (DMC), a feature of the Central Valley Project owned by U.S. Bureau of Reclamation (Reclamation). Recycled water will be conveyed from Modesto and Turlock through pipelines from their wastewater treatment facilities, crossing under the San Joaquin River, ending at the DMC. Water in the DMC would then be conveyed directly to Del Puerto Water District (DPWD) turnouts and thus to its customers. Recycled water also may be provided to Central Valley Project Improvement Act (CVPIA) designated Refuges located south of the Delta to deliver a portion of their supplemental water needs. The entire NVRRWP analyzed in the EIR/EIS may include either a pipeline from the City of Turlock conveying recycled water directly to the DMC, or a pipeline conveying recycled water to the City of Modesto's Jennings Water Quality Control Facility (Jennings Plant). Decisions regarding either of these potential pipelines and any associated facilities for conveying recycled water from the City of Turlock will be made by the City of Turlock in the future. At this time, the City of Turlock has not decided whether to proceed with its components of the NVRRWP. The portion of the NVRRWP that would be implemented by the City of Modesto ("City

Project") would include improvements to an existing pump station at the Jennings Plant and a pipeline that would convey recycled water from the Jennings Plant under the San Joaquin River to the DMC. The City Project includes a new point of discharge to the DMC. The NVRRWP is located partially within the Jennings Wastewater Treatment Plant, which is within the City limits, and partially in unincorporated Stanislaus County. The DMC is under the jurisdiction of Reclamation.

WHEREAS, the NVRRWP is subject to federal, as well as City, County of Stanislaus, and state environmental review requirements, because the City hopes to obtain federal funds from Reclamation, and the project requires a Reclamation approval action. An Environmental Impact Report/Environmental Impact Statement (EIR/EIS) was prepared for the Project for purposes of compliance with the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). The City is the project proponent and the lead agency under CEQA and Reclamation is the lead agency under the National Environmental Policy Act (NEPA). Cooperating agencies under NEPA include the U.S. Fish and Wildlife Service, which has federal Endangered Species Act (ESA) jurisdiction over terrestrial wildlife and freshwater fish and the National Oceanic and Atmospheric Administration National Marine Fisheries Service, which has ESA jurisdiction over anadromous fish. In addition, the City of Turlock and DPWD are partnering with the City of Modesto in developing the NVRRWP, and are thus responsible agencies under CEQA. The Project may require environmental approvals from the City, the County of Stanislaus, the California Department of Transportation (Caltrans), the State Historic Preservation Office, the California Department of Fish and Wildlife, the State Water Resources Control Board and Regional

Water Quality Control Board, Central Valley Region, California State Land Commission, Central Valley Flood Protection Board, San Joaquin Valley Air Pollution Control District, Natural Resource Conservation Service, the U.S. Army Corps of Engineers (USACE), the U.S. Fish and Wildlife Service, and the National Oceanic and Atmospheric Administration National Marine Fisheries Service; and

WHEREAS, the EIR/EIS analyzed three potential Project alternatives: (1) the Combined Alignment Alternative; (2) the Separate Alignment Alternative; and (3) the Patterson Irrigation District Conveyance Alternative; and

WHEREAS, the NVRRWP components that are approved by this resolution are included in both the Combined Alignment Alternative and the Separate Alignment Alternative. If the City of Turlock decides to proceed with its elements of the NVRRWP, then those elements may be elements of the Combined Alignment Alternative or elements of the Separate Alignment Alternative; and

WHEREAS, the environmental review of the NVRRWP commenced with the release of the Notice of Preparation on April 22, 2014 to public agencies and interested parties for consultation on the scope of the EIR/EIS; and

WHEREAS, the City and Reclamation prepared a Draft EIR/EIS dated January, 2015, which reflected the independent judgment of the City and Reclamation as to the potential environmental effects of the Project. The Draft EIR/EIS was circulated for a 60-day public review period between January 8, 2015 and March 11, 2015. The City and Reclamation held a joint public meeting regarding the Draft EIR/EIS for the NVRRWP on February 11, 2015. The meeting was conducted in an open house format to allow attendees to arrive at any time, talk to team members, review display boards and

environmental documentation. Attendees could comment either verbally or by submittal of comment cards, but no comments were submitted at the meeting; and

WHEREAS, public and agency comments were received and staff has prepared written responses to all public comments received during the public comment period in a Final EIR. The Final EIR also contains clarifications and minor revisions to information presented in the Draft EIR/EIS. No new information was received during the comment period or included in the Final EIR that would require recirculation of the Draft EIR under CEQA Guidelines section 15088.5. The Draft EIR/EIS text has been revised to include these minor revisions and the revised text is included in the Final EIR. The Draft EIR/EIS and Final EIR Response to Comments document are collectively referred to herein as the "Final EIR"; and

WHEREAS, a staff report prepared for the City Council, dated July 7, 2015 and incorporated herein by reference, described and analyzed the Project, the Draft EIR/EIS, the Final EIR, and staff's conclusions regarding the public comments and responses; and

WHEREAS, on July 7, 2015, the City Council considered the Final EIR and Project approvals at a public meeting at which the public had an opportunity to comment; and

WHEREAS, the Final EIR identified potentially significant impacts that will be reduced to a less than significant level with specified mitigation measures. Approval of the Project therefore requires adoption of environmental findings and a Mitigation Monitoring and Reporting Program under CEQA; and

WHEREAS, the Final EIR did not identify significant and unavoidable environmental impacts of the Project, approval of the Project therefore does not require the adoption of a Statement of Overriding Considerations; and

WHEREAS, the Final EIR, and the City Council July 7, 2015 staff report, regarding the Project and the Final EIR, including the analysis of the public comments, reflect the City's independent judgment and analysis; and

WHEREAS, the location and custodian of the Draft EIR/EIS and Final EIR and other documents that constitute the record of proceedings for the Project is the City of Modesto Utilities Department, 1010 Tenth Street, 4th Floor Modesto, CA 95354. The Draft EIR/EIS and Final EIR and documents relating to the Project are available for review in the City Utilities Department and on the website for the Project located at : http://www.nvr-recycledwater.org/documents.asp ; and

WHEREAS, the City Council desires to approve the following NVRRWP components: (1) the NVRRWP transmission facilities, including the new pumping plant upgrades and all necessary transmission pipelines to transmit and deliver recycled water from the Jennings Plant to the DMC; (2) the addition of a new authorized point of discharge of the City's recycled water to the DMC; (3) the additions of 43,259 acres in the DPWD and 124,897 acres in the wildlife refuges, as listed in the City's wastewater change petition, as the authorized place of use for the City's recycled water; and (4) the addition of supplemental CVPIA refuge water supplies to the authorized purposes of use for the City's recycled water. The City of Turlock will separately consider approvals of its components of the NVRRWP; and

WHEREAS, the NVRRWP does not include or authorize any changes in the use of wastewater at, or the operations of, the Modesto Ranch. As stated in the Final EIR, the City is "committed to continuing irrigation of the Ranch lands as a means of maintaining cost-effective treatment of the cannery wastewater flows." (See, Final EIR, Response to Comments 8-5, p. 8.8-6.) Any changes in the City's use of wastewater at, or the operations of, the Modesto Ranch will require additional and separate actions by the City in compliance with all applicable legal requirements, including any applicable requirements under CEQA.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto does as follows:

1. The foregoing recitals are true and correct and made a part of this resolution.

2. The City Council has reviewed and considered the Draft EIR/EIS and Final EIR (collectively, "Final EIR"), as well as the public comments and staff's analysis of the comments and changes to the Draft EIR/EIS in the Final EIR.

3. Based on its review of Project record as a whole, the City Council makes and adopts the following findings relating to the CEQA review for the Project prior to approving the Project:

A. The City Council certifies the Final EIR and finds it has been completed in compliance with CEQA and the CEQA Guidelines.

B. The City Council has independently reviewed and considered the information contained in Final EIR, including the written comments received during the Draft EIR/EIS review period and the oral and written comments received at the City Council meeting, prior to making its decision on the proposed Project.

C. The Final EIR reflects the City Council's independent judgment and analysis on the potential environmental impacts of the proposed Project. The Final EIR provides information to the decisionmakers and the public on the environmental consequences of the proposed Project.

D. The Final EIR adequately describes the proposed Project, its significant environmental impacts, mitigation measures, and a reasonable range of alternatives to the proposed Project.

4. The City Council hereby adopts all findings required under CEQA regarding environmental impacts of the Project and mitigation measures, and adopts a Mitigation Monitoring and Reporting Program as set forth in the CEQA Findings of Fact **attached** hereto as **Exhibit** A (which includes **Attachments** 1 and 2) and incorporated herein by reference, all in compliance with the requirements of CEQA.

5. The Council hereby approves the following Project components: (1) the NVRRWP transmission facilities, including the new pumping plant upgrades, all necessary transmission pipelines to transmit and deliver the City's recycled water from the Jennings Plant to the DMC; (2) the City of Modesto's change in authorized point of discharge to add discharges of the City's recycled water to the DMC; (3) the additions of 43,259 acres in the DPWD and 124,897 acres in the wildlife refuges, as listed in the City's wastewater change petition, as the authorized place of use for the City's recycled water; and (4) the addition of supplemental CVPIA refuge water supplies to the authorized purposes of use for the City's recycled water.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 7th day of July, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT A

CEQA FINDINGS OF FACT

OF THE CITY COUNCIL OF THE CITY MODESTO

for the

NORTH VALLEY REGIONAL RECYCLED WATER PROGRAM

JULY 7, 2015

I.
INTRODUCTION

The City of Modesto (City), as lead agency under the California Environmental Quality Act (CEQA), and the U.S. Department of the Interior, Bureau of Reclamation (Reclamation) as lead agency under the National Environmental Policy Act (NEPA), prepared a joint Draft Environmental Impact Report/Environmental Impact Statement (DEIR/EIS) for the North Valley Regional Recycled Water Program (NVRRWP or Project). The Draft EIR/EIS is a joint document intended to comply with both CEQA and NEPA. (See California Code of Regulations (CCR), Title 14, Division 6, Chapter 3 (State CEQA Guidelines), Section 15222 ("Preparation of Joint Documents"); and Code of Federal Regulations (CFR), Title 40, Sections 1502.25, 1506.2, and 1506.4 (authority for combining federal and state environmental documents). The City of Modest has considered comments received on the Draft EIR/EIS and has prepared a Final EIR, which addresses those comments. While the Draft EIR/EIS was prepared by the City of Modesto and the Bureau of Reclamation as a joint document, the Final EIR has been prepared as a separate CEQA document, which will be considered for certification by the City of Modesto. Reclamation will separately circulate a Final EIS for 30 days before issuing a Record of Decision for the NVRRWP. In its entirety, the Final EIR consists of the June 19, 2015 Final EIR ("Final EIR", or "FEIR") (EA/UP&P No. 2014-02; State Clearinghouse No. 2014042068), which includes Volume I containing the entire text of the Draft EIR/EIS that was published on January 8, 2015, plus Volume II including the comments that were received during the public review period and responses to those comments showing minor revisions and clarifications based on comments received.

As described in the Final EIR, the Project is the planned construction of a water supply project that would deliver up to 59,000 acre feet per year (AFY) of recycled water produced by the cities of Modesto and Turlock via pipeline to the Delta-Mendota Canal (DMC), a feature of the Central Valley Project owned by Reclamation. Instead of discharging into the San Joaquin River, recycled water will be conveyed from Modesto and Turlock through pipelines from their wastewater treatment facilities, crossing under the San Joaquin River, ending at the DMC. Water in the DMC would then be conveyed directly to Del Puerto Water District (DPWD) turnouts and thus to its customers. This project also proposes to provide water to Central Valley Project Improvement Act (CVPIA) designated refuges located south of the Delta to deliver a portion of their supplemental water needs. The proposed pipeline alignment is divided into two segments. One segment, which is under the jurisdiction of the City of Turlock, will convey recycled water from the City of Turlock through a pipeline beginning at the end of the existing Harding Drain Bypass Pipeline north to the City of Modesto's Jennings Water Quality Control Facility (Jennings Plant), where it would be combined with recycled water from Modesto. The second pipeline segment, which is the portion of the project that is under the jurisdiction of the City of Modesto, would extend from the Jennings Plant crossing under the San Joaquin River to convey water to the DMC. The proposed Project is located partially within the Jennings Wastewater Treatment Plant, which is within the City limits, and partially in unincorporated Stanislaus County. The DMC is under the jurisdiction of Reclamation.

These findings have been prepared in accordance with CEQA (Pub. Resources Code, § 21000 et seq.) and its implementing guidelines ("CEQA Guidelines") (Cal. Code Regs., tit. 14, § 15000 et seq.).

II.
PROJECT DESCRIPTION

A. LOCATION

The NVRRWP includes pipelines in existing streets from the City of Turlock Harding Drain Bypass Pipeline to the Jennings Plant; this pipeline is under the jurisdiction of the City of Turlock. Facilities under the jurisdiction of the City of Modesto begin at the Jennings Plant, where an existing pump station would be modified. From the Jennings Plant Pump Station a pipeline would be constructed under the San Joaquin River using some form of trenchless technology. The pipeline would continue on existing streets to a discharge structure on the DMC. The Project site is located partially within the City (the Jennings Plant is within Modesto City limits) and partially in unincorporated Stanislaus County as illustrated in Figures 2-2 and 2-5 of the DEIR (pages 2-4 and 2-11). The City of Modesto is considering approval of the following NVRRWP components: (1) the NVRRWP transmission facilities, including the new pumping plant upgrades and all necessary transmission pipelines to transmit and deliver recycled water from the Jennings Plant to the DMC; (2) the addition of a new authorized point of discharge of the City's recycled water to the DMC; (3) the additions of 43,259 acres in the DPWD and 124,897 acres in the wildlife refuges, as listed in the City's wastewater change petition, as the authorized place of use for the City's recycled water; and (4) the addition of supplemental CVPIA refuge water supplies to the authorized purposes of use for the City's recycled water.

B. OVERVIEW

The City of Modesto has worked cooperatively with the City of Turlock and DPWD (Partner Agencies) to develop the NVRRWP. The Partner Agencies worked together to define shared objectives and develop feasible alternatives to provide a supply of recycled water to DPWD. Their efforts culminated in the preparation of a Feasibility Study for the NVRRWP, which was completed in December 2013. The Feasibility Study documents the process for development of alternatives and includes an economic and financial analysis.

The EIR/EIS analyzed considered three potential Project alternatives: (1) the Combined Alignment Alternative; (2) the Separate Alignment Alternative; and (3) the PID Conveyance Alternative. The NVRRWP components being considered for approval by the City are included in both the Combined Alignment Alternative and the Separate Alignment Alternative. If the City of Turlock decides to proceed with its elements of the NVRRWP, then those elements may be elements of the Combined Alignment Alternative or elements of the Separate Alignment Alternative; . The Combined Alignment Alternative consists of two reaches totaling 69,800 linear feet, extending from the western end of the City of Turlock's Harding Drain Bypass Pipeline to the DMC. The south-north reach from the Harding Drain Bypass Pipeline would be 42 inches in diameter and would extend from the western end of the Harding Drain Bypass Pipeline near the existing standpipe structure on South Carpenter Road, then parallel South Carpenter Road north to West Main Street, then turn west on West Main Street to Jennings Road. At Jennings Road, the pipeline would then turn north for about 1.8 miles. From Jennings Road, the pipeline would then extend west along existing dirt roads through agricultural fields owned

by Modesto and terminate at the existing Jennings Plant outfall pump station near the southeastern end of the Jennings Plant. Combined flows from the pumping facility at the Jennings Plant, which would be modified to meet capacity needs, would then travel in a 54-inch pipeline, cross under the San Joaquin River, and extend west to the DMC along Lemon Avenue, through farmland, and along Zacharias Road. The proposed pipeline would cross a total of five irrigation canals along the Lemon Avenue alignment, all of which are operated by the PID.

The project applicants are the City of Modesto, City of Turlock and Del Puerto Water District.

C. PROJECT OBJECTIVES

As set forth in the DEIR/EIS (page 1-12), the overall objective of the proposed project is to maximize beneficial use of a sustainable, alternative water supply within the region, which would address reductions in water supplies from the CVP and reduce the reliance on groundwater use. Specifically, the objectives of the project are as follows:

- Establish an alternative, reliable, long-term water supply of up to 59,000 acre feet per year (AFY) of recycled water for DPWD and refuges;
- Maximize beneficial use of recycled water by DPWD customers and refuges;
- Maximize Project Partners' control of operations and delivery of water to DPWD and refuges, while recognizing the need for coordination with Reclamation and the San Luis & Delta-Mendota Water Authority;
- Establish a long-term water right(s) to allow for the beneficial use of recycled water;
- Maximize use of existing facilities for treatment / delivery of recycled water;
- Provide supplemental annual water supplies annually to SOD refuges to meet CVPIA Sections 3406(b)(3) and 3406(d)(2) requirements;
- Avoid or minimize, through incorporation of design constraints and management practices, impacts to environmental resources such as surface water, groundwater supplies, land subsidence, groundwater quality and biological resources including sensitive species; and
- Deliver agricultural water to DPWD at a cost that supports regional economic sustainability.

The proposed project is needed to offset the significant reduction in CVP water allocations to DPWD associated with Delta pumping restrictions, drought conditions, and climate change. In addition, the proposed project is needed to offset anticipated effects (e.g., overdraft, subsidence, water quality issues) from increased groundwater pumping that have occurred and would likely continue to occur with the absence of an alternative water supply.

Based on its own review of the Final EIR and other information and testimony received in connection with the Project, the City Council finds these objectives to be acceptable and important from a public policy standpoint. In choosing to approve the Project, the City seeks to further these objectives, and accords them weight in considering the feasibility of the alternatives set forth in the EIR (See *Sierra Club v. County of Napa* (2004) 121 Cal.App.4th 1490, 1507-1508).

D. DISCRETIONARY APPROVALS

Project approval requires the City, as CEQA lead agency, Reclamation as NEPA lead agency, as well as certain "responsible agencies," to take discrete planning and regulatory actions to approve the overall Project. In accordance with CEQA, the City will certify that the Project complies with CEQA, adopt findings for all significant impacts identified, certify that the findings have been considered prior to project approval, and adopt a Mitigation Monitoring and Reporting Program. The City then will file a Notice of Determination with the State Clearinghouse that will identify whether the project will have significant impacts, if mitigation measures were included as conditions of project approval, that findings were made, and if a Statement of Overriding Considerations was adopted. Reclamation will use this document to support a Record of Decision to document Reclamation's decisions regarding the potential federal actions for the project. Described below are the other permits, reviews, and approvals that would be required for project construction:

Agency	Type of Approval
FEDERAL	
Reclamation	Warren Act Contract
Reclamation	Possible funding through Public Law 102-575, Title XVI
Reclamation	Land Use Authorization for Construction of Facilities within DMC right-of-way (ROW)
Reclamation	Purchase contract for supplemental supplies for Refuge Water Supply Program under CVPIA Section 3406(d)(2)
U.S. Army Corps of Engineers	Clean Water Act, Section 404 Permit for any fill of wetlands or waters of the US
U.S. Army Corps of Engineers	Section 10 Permit for pipeline crossing under San Joaquin River, which is a navigable waterway.
U.S. Fish and Wildlife & National Oceanic and Atmospheric Administration (NOAA) National Marine Fisheries Service	Section 7 Consultation/Biological Opinions
Natural Resource Conservation Service	Farmland Conversion Assessment
STATE	
State Water Resources Control Board	Wastewater Change Petition (Petition for Change)
California Department of Fish and Wildlife (CDFW)	Streambed Alteration Agreement for pipeline crossings of streams
CDFW	Incidental Take Permit for California Endangered Species Act (CESA)
CalOSHA	Construction Permit / Tunnel Classification
CA Office of Historic Preservation	Section 106 Consultation
CA State Lands Commission	Lease Agreement
Caltrans	Encroachment Permit
Central Valley Regional Water Quality Control Board (CVRWQCB)	Clean Water Act, Section 401 Water Quality Certification
CVRWQCB	Notice of Intent for coverage under Statewide Construction Stormwater Permit (Section 402 Clean Water Act)
CVRWQCB	Notice of Intent for coverage under Low-Threat Discharge Order for Dewatering during Construction and for Pipeline Discharges for Testing and Startup
CVRWQCB	NPDES Permit for Discharge to the DMC
Central Valley Flood Protection Board	Possible encroachment permit
LOCAL	
San Joaquin Valley Air Pollution Control District	Authority to Construct / Permit to Operate
Stanislaus County	Encroachment permit, grading permit, building permit, and tree removal permit
Stanislaus County	Williamson Act cancellation (if needed)
Genesee & Wyoming Railroad	Utility Occupancy License for crossing of CFNR

DEIR/EIS p. 1-14

III.
ENVIRONMENTAL REVIEW PROCESS

A Notice of Preparation (NOP) for the NVRRWP was mailed on April 22, 2014, to elected officials, government and other resource agencies, and all individuals and department entities that may have a concern or interest in the Project. Copies of the NOP were made available to the public at Modesto City Hall, and on the City's website. Additionally, the City held an open house to allow interested members of the public to learn more about the project, have questions answered by City staff, and provide input on the project. The public meeting was held on May 13, 2014, at the Modesto City Hall at 1010 Tenth Street, Modesto, CA, with approximately 20 members of the public participating. In June 2014, the City prepared a Scoping Report that summarized public noticing, communication, and scoping efforts completed for the project up to that date. The Scoping Report is included in the EIR/EIS, and provides a full summary of the public meeting and the comments received in Appendix A of the Draft EIR/EIS. Additional public outreach and communication efforts completed after May 2014 are discussed below under the heading "Public Participation." The City and Reclamation have coordinated with several public agencies that may have an interest in the project as part of the project development process. Numerous agencies and organizations were provided notification of the NOP, and provided comments on the scope of the project and its associated environmental documentation. These communications and comments are summarized in the Scoping Report prepared for the project. The main City coordination or communications with agencies is described below.

U.S. Army Corps of Engineers

Reclamation invited the U.S. Army Corps of Engineers (USACE) to be a cooperating agency for preparation of the EIS. USACE declined to be a cooperating agency, but indicated that based on review of the project description it appeared that the project can be authorized under Nationwide Permit number 12, Utility Lines (email from Kathleen Dadey, Chief, California South Branch, Regulatory Division, USACE Sacramento District to Ben Lawrence of Reclamation). A draft wetland delineation report was sent to the USACE on April 29, 2015, for verification. USACE has not completed verification as of May 21, 2015. The City will request coverage under Nationwide Permit 12 for any construction-period fill of wetlands or waters of the U.S.

U.S. Fish and Wildlife Service

Reclamation invited the U.S. Fish and Wildlife Service (USFWS) to be a cooperating agency for preparation of the EIS. USFWS agreed to work with Reclamation as a cooperating agency and both agencies signed a Memorandum of Understanding defining their relationship in the EIS preparation process. As a cooperating agency, USFWS staff have participated in regular environmental team conference calls. Reclamation will submit a Biological Assessment to USFWS and will seek their concurrence regarding the potential for the NVRRWP to affect listed species.

National Oceanic and Atmospheric Administration National Marine Fisheries Service

Reclamation invited the National Oceanic and Atmospheric Administration National Marine Fisheries Service (NMFS) to be a cooperating agency for preparation of the EIS. NMFS agreed to work with Reclamation as a cooperating agency and both agencies signed a Memorandum of Understanding defining their relationship in the EIS preparation process. As a cooperating agency, NMFS staff have participated in regular environmental team conference calls.

Reclamation will submit a Biological Assessment to NMFS and will seek their concurrence regarding the potential for the NVRRWP to affect listed species.

California Department of Fish and Wildlife
Future consultation with California Department of Fish and Wildlife (CDFW) will be required to obtain a 1602 Streambed Alteration Agreement to authorize construction of the pipeline crossing under the San Joaquin River. The project includes avoidance and mitigation measures designed to direct impacts to state-listed species. However, if necessary Modesto would apply for a California Fish and Game Code Section 2081 Take Permit.

State Historic Preservation Office
Reclamation will conduct Section 106 consultation with the State Historic Preservation Office (SHPO) under the National Historic Preservation Act. The DMC has been determined to be eligible for the National Register. The discharge facility for the NVRRWP would be adjacent to, but outside of the Canal, and is not expected to affect the integrity of the DMC. The design of the discharge structure is intended to allow construction to be completed without any modifications to the canal, but if there are any effects on the canal during construction the structure would be restored to its existing condition. Reclamation will seek concurrence from SHPO that the proposed project would not result in any adverse impacts on historic resources.

Public Participation
In addition to the formal scoping meeting additional public outreach efforts have been made to provide information to area residents and to allow interested stakeholders to provide input on and raise issues and concerns about the project. Presentation have been made to the Farm Bureau and Almond Board of California and notices were sent to 200 landowners/customers in the Del Puerto Water District.

The City and Reclamation released the Draft EIR/EIS on January 8, 2015 for public review and comment. The comment period closed on March 11, 2015. This period satisfied the requirement for a minimum 45-day and maximum 60-day public review period as set forth in Section 15105 of the CEQA Guidelines. Consistent with Section 15202 of the CEQA Guidelines, the City conducted a meeting to receive public input on the DEIR/EIS at Modesto City Hall on February 11, 2015, at which time agencies and the public were given the opportunity to provide comments on the DEIR/EIS.

The Project's Final EIR was made available to the public and commenting agencies on June 19, 2015. Notice of the availability of the Final EIR was mailed to elected officials, government and other resource agencies, and all individuals and department entities that may have a concern or interest in the project, and copies of the Final EIR were made available on the City's website and at City Hall as well as office of the City of Turlock, Del Puerto Water District and Reclamation Fresno office. On July 7, 2015, the City Council considered certification of the Final EIR and approval of the Project at their regular City Council meeting. The City Council considered certification of the Final EIR and adoption of CEQA Findings, and a Mitigation Monitoring and Reporting Program at that hearing.

The DEIR/EIS included an evaluation of 22 environmental issue areas and a discussion of significant impacts under CEQA, together with other NEPA- and CEQA-mandated issues as well

(e.g., cumulative impacts, growth-inducing impacts). The 22 environmental issue areas are as follows:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy Resources
- Environmental Justice
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Indian Trust Assets
- Land Use and Planning
- Noise
- Population and Housing
- Public Services and Utilities
- Recreation
- Socioeconomics
- Transportation and Traffic

(DEIR/EIS, pp. 3.1-1 to 3.19-15)

The DEIR/EIS evaluated the significance of impacts under CEQA within the following 17 environmental areas:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy Resources
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Population and Housing
- Public Services and Utilities
- Recreation
- Transportation and Traffic
- Cumulative Impacts

(DEIR/EIS, pp. 3.1-1 to 3.19-15)

IV.
RECORD OF PROCEEDINGS

In accordance with Public Resources Code section 21167.6, subdivision (e), the record of proceedings for the City's decision on the Project includes the following documents:

- The NOP and all other public notices issued by the City in conjunction with the Project;
- All comments submitted by agencies or members of the public during the comment period on the NOP;
- The DEIR/EIS for the Project (January 2015) and all appendices;
- All comments submitted by agencies or members of the public during the comment period on the DEIR/EIS;
- The Final EIR for the Project, including comments received on the DEIR/EIS, the responses to those comments, clarifications and minor corrections to information presented in the Draft EIR/EIS, and appendices;
- Documents cited or referenced in the DEIR/EIS and Final EIR;
- The MMRP for the Project;
- All findings and resolutions adopted by the City Council in connection with the Project and all documents cited or referred to therein;
- All reports, studies, memoranda, maps, staff reports, or other planning documents relating to the Project prepared by the City, consultants to the City, or responsible or trustee agencies with respect to the City's compliance with the requirements of CEQA and with respect to the Project;
- All documents submitted to the City by other public agencies or members of the public in connection with the Project, up through the close of the City Council public hearing on July 7, 2015;
- Any minutes and/or verbatim transcripts of all information sessions, public meetings, and public hearings held by the City in connection with the Project;
- Any documentary or other evidence submitted to the City at such information sessions, public meetings, and public hearings;
- The City of Modesto General Plan and all environmental documents prepared in connection with the adoption of the General Plan;

- All environmental documents prepared under CEQA and NEPA referred to in the Draft EIR/EIS and Final EIR, including, but not limited to:

  City of Modesto Phase 2 Improvements – Jennings Road Secondary Wastewater Treatment Plant Initial Study/Mitigated Negative Declaration Report (State Clearinghouse # 2010092062).

  City of Turlock Harding Drain Bypass Project Environmental Impact Report. (State Clearinghouse # 2003062002).

- The City of Modesto Zoning Code and all other City Code provisions cited in materials prepared by or submitted to the City;

- All County or other public agency planning or other documents cited in materials prepared by or submitted to the City;

- Any and all resolutions and ordinances adopted by the City regarding the Project, and all staff reports, analyses, and summaries related to the adoption of those resolutions and ordinances;

- Matters of common knowledge to the City, including but not limited to federal, state, and local laws and regulations;

- Any documents expressly cited in these findings, in addition to those cited above; and

- Any other materials required for the record of proceedings by Public Resources Code section 21167.6, subdivision (e).

The documents constituting the record of proceedings are available for review by responsible agencies and interested members of the public during normal business hours at the City of Modesto Utilities Department, 1010 Tenth Street, 4th Floor, Modesto, CA 95354. The custodian of these documents is William Wong, City of Modesto Utilities Department.

V.
FINDINGS REQUIRED UNDER CEQA

Public Resources Code section 21002 provides that "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects[.]" The same statute provides that the procedures required by CEQA "are intended to assist public agencies in systematically identifying both the significant effects of proposed projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects." Section 21002 goes on to provide that "in the event [that] specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects thereof."

The mandate and principles announced in Public Resources Code section 21002 are implemented, in part, through the requirement that agencies must adopt findings before approving projects for which EIRs are required. For each significant environmental effect identified in an EIR for a project, the approving agency must issue a written finding reaching one or more of three permissible conclusions. The first such finding is that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR. The second finding is that such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding, and that such changes have been adopted by, or can and should be adopted by, such other agency. The third potential finding is that specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR and, therefore, the identified impact is significant and unavoidable (CEQA Guidelines, § 15091).

As explained elsewhere in these findings, "feasible" means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, legal, and technological factors (CEQA Guidelines § 15364). The concept of "feasibility" also encompasses the question of whether a particular alternative or mitigation measure promotes the underlying goals and objectives of a project (*Sierra Club v. County of Napa* (2004) 121 Cal.App.4th 1490, 1506-1509 (court upholds CEQA findings rejecting alternatives in reliance on applicant's project objectives); see also *California Native Plant Society v. City of Santa Cruz* (2009) 177 Cal.App.4th 957, 1001 (*CNPS*) ("an alternative 'may be found infeasible on the ground it is inconsistent with the project objectives as long as the finding is supported by substantial evidence in the record'") (quoting Kostka & Zischke, *Practice Under the Cal. Environmental Quality Act* [Cont.Ed.Bar 2d ed. 2009] (*Kostka*), § 17.309, p. 825); *In re Bay-Delta Programmatic Environmental Impact Report Coordinated Proceedings* (2008) 43 Cal.4th 1143, 1165, 1166 (*Bay-Delta*) ("[i]n the CALFED program, feasibility is strongly linked to achievement of each of the primary program objectives;" "a lead agency may structure its EIR alternative analysis around a reasonable definition of underlying purpose and need not study alternatives that cannot achieve that basic goal"). Moreover, "'feasibility' under CEQA encompasses 'desirability' to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, legal, and technological factors." (*City of Del Mar v. City of San Diego* (1982) 133 Cal.App.3d 410, 417 (*City of Del Mar*); see also *CNPS*, *supra,* 177 Cal.App.4th at p. 1001 (after weighing "'economic, environmental, social, and technological factors,' ... 'an agency may conclude that a mitigation measure or alternative is impractical or undesirable from a policy standpoint and reject it as infeasible on that ground") (quoting Kostka, *supra,* § 17.29, p. 824).

For purposes of these findings (including the findings in Attachment 1 attached hereto), the term "avoid" refers to the effectiveness of one or more mitigation measures to reduce an otherwise significant effect to a less than significant level. In contrast, the term "substantially lessen" refers to the effectiveness of such measure or measures to substantially reduce the severity of a significant effect, but not to reduce that effect to a less than significant level.

As explained above, CEQA requires that the lead agency adopt feasible mitigation measures or, in some instances, feasible alternatives to substantially lessen or avoid significant environmental

impacts that would otherwise occur. With respect to a project for which significant impacts are not avoided, a public agency, after adopting proper findings, may nevertheless approve the project if the agency first adopts a statement of overriding considerations setting forth the specific reasons for the agency findings that the Project's benefits outweigh its unavoidable adverse environmental effects. The Final EIR found that there were no significant unavoidable adverse environmental effects.

VI.
MITIGATION MONITORING AND REPORTING PROGRAM

A Mitigation Monitoring and Reporting Program has been prepared for the Project, and is being approved by the City Council by the same Resolution that adopts these findings. The City will use the Mitigation Monitoring and Reporting Program to track compliance with Project mitigation measures. The Mitigation Monitoring and Reporting Program will remain available for public review during the compliance period. The Mitigation Monitoring and Reporting Program is attached hereto as Attachment 2.

VII.
SIGNIFICANT IMPACTS AND MITIGATION MEASURES

The Final EIR identified a number of significant and potentially significant environmental effects (or impacts) that the Project will cause or contribute to. All of these significant effects can be fully avoided through the adoption of feasible mitigation measures.

A. Impacts and Mitigation Measures (see Attachment 1)

The City Council's findings with respect to the Project's significant effects and mitigation measures are set forth in the attachment to these findings (Attachment 1). The findings set forth in Attachment 1 are hereby incorporated by reference and included as an attachment to this document.

Attachment 1 does not attempt to describe the full analysis of each environmental impact contained in the Final EIR. Instead, the attachment provides a summary description of each impact, describes the applicable mitigation measures identified in the Final EIR and adopted by the City, and states the findings on the significance of each impact after imposition of the adopted mitigation measures. A full explanation of these environmental findings and conclusions can be found in the Final EIR, and these findings hereby incorporate by reference the discussion and analysis in those documents supporting the Final EIR's determinations regarding mitigation measures and the Project's impacts and mitigation measures designed to address those impacts.

In making these findings, the City ratifies, adopts, and incorporates into these findings the analysis and explanation in the Final EIR, and ratifies, adopts, and incorporates in these findings the determinations and conclusions of the Final EIR relating to environmental impacts and mitigation measures, except to the extent any such determinations and conclusions are specifically and expressly modified by these findings.

The City has adopted all of the mitigation measures identified in Attachment 1. Some of the measures identified are also within the jurisdiction and control of other agencies. To the extent any of the mitigation measures are within the jurisdiction of other agencies, the City finds those agencies can and should implement those measures within their jurisdiction and control.

B. Findings Regarding Additional Mitigation Measures Proposed by Comments

In comments on the DEIR/EIS, commenters suggested additional mitigation measures and/or modifications to the measures recommended in the DEIR/EIS. As indicated in the Final EIR, the City modified the following proposed measures in response to such comments:

- Mitigation Measure AIR-1. The mitigation has been revised to incorporate additional suggested measures such as limitations on idling. Use of newer tier engines and vehicles will be implemented to the extent feasible, but would not be required because requirements for specific engine tiers and newer trucks would be significantly ahead of CARB implementation schedules. Therefore, the mitigation measure leaves these as measures that the contractor will be encouraged to implement to the extent feasible. There is no change to the significance conclusion and the implementation of voluntary emission offset agreement will ensure that NOx emissions are fully mitigated consistent with general conformity requirements.

- Mitigation Measure BIO-1d. The mitigation has been revised to specify that the frac-out plan be provided to the California State Land Commission.

- Mitigation Measure BIO-12. The revised measure specifies that no-disturbance buffers for nesting raptors would be established by a qualified biologist, with consultation with the California Department of Fish and Wildlife, as appropriate.

- Mitigation Measure CUL-2. The revised measure requires that if human remains are discovered and determined to be Native American, the Native American Heritage Commission shall be notified by phone within 24 hours of the discovery.

For other new mitigation measures or changes to existing mitigations proposed in comments submitted on the DEIR/EIS or comments submitted elsewhere in the record, which are described below, the City carefully considered the proposed mitigations, and finds the proposed mitigations infeasible, not necessary to avoid identified significant impacts of the Project, or otherwise rejected the suggested mitigation for the reasons set forth in the Final EIR or elsewhere in the record, which are incorporated herein by this reference.

In considering specific recommendations on mitigation measures from commenters, the City is guided by CEQA's legal standard to substantially lessen or avoid significant environmental effects to the extent feasible. The City recognizes, moreover, that comments frequently offer suggestions regarding how a commenter believes that a particular mitigation measure can be modified, or perhaps changed significantly, in order to more effectively, in the commenter's opinion, reduce the severity of environmental effects. However, the mitigation measures included in the Final EIR represent the professional judgment and long experience of the City's

expert staff and environmental consultants. The City therefore believes that these recommended mitigations should not be modified unless necessary to comply with CEQA legal standards, and the City has discretion to make policy decisions presented by mitigations. Thus, in considering commenters' suggested changes or additions to the mitigation measures, the City, in determining whether to accept such suggestions, either in whole or in part, has considered the following factors, among others: (i) whether the suggestion relates to a significant and unavoidable environmental effect of the Project, or instead relates to an effect that can already be mitigated to less-than-significant levels by proposed mitigation measures in the Final EIR; (ii) whether the proposed language represents a clear improvement, from an environmental standpoint, over the draft language that a commenter seeks to replace; (iii) whether the proposed language is sufficiently clear as to be easily understood by those who will implement the mitigation as finally adopted; (iv) whether the language might be too inflexible to allow for pragmatic implementation; (v) whether the suggested mitigations are "feasible" as defined under CEQA, including being able to be accomplished in a successful manner in a reasonable period of time taking into account economic, environmental, technical, legal, social or other factors; and (vi) whether the proposed language is consistent with the Project's objectives.

As is evident from the specific responses given to specific suggested mitigations set forth in the Final EIR, City staff and consultants spent a significant amount of time carefully considering and weighing proposed mitigation language. For suggested mitigation not incorporated or adopted by the City, the City finds the measure either not necessary to reduce a significant impact to less than significant, or infeasible.

Comments on the Draft EIR/EIS proposed mitigation measures to address the export of wastewater from lands overlying the Turlock subbasin. As explained in the responses presented in the Final EIR, when the NVRRWP is operating, wastewater that is currently discharged to the San Joaquin River, which flows out to the ocean through the Delta, instead will have additional treatment and then be conveyed to the Del Puerto Water District and South of Delta wildlife refuges. Implementation of the NVRRWP would result in some minimal reductions in groundwater recharge to the western portion of the Turlock groundwater subbasin because of slight reductions in flows in the San Joaquin River. However, these reductions are not expected to have any significant effects on groundwater conditions in this subbasin, both because the change will only be a very small percentage of the total subbasin average annual inflow and because the change will occur in a portion of the subbasin where groundwater levels already are high. As a result, mitigation would not be required.

C. Findings Regarding Absence of Significant New Information Requiring Recirculation of Draft EIR

CEQA Guidelines Section 15088.5 requires a lead agency to recirculate an EIR for further review and comment when significant new information is added to the EIR after public notice is given of the availability of the Draft EIR but before certification of the Final EIR. New information added to an EIR is not "significant" unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect that the project proponent declines to implement. The CEQA Guidelines provide the following examples of significant new information under this standard:

- A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented.
- A substantial increase in the severity of an environmental impact would result unless mitigation is adopted that reduces the impact to a level of insignificance.
- A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the environmental impacts of the project, but the project's proponents decline to adopt it.
- The Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded. (*Mountain Lion Coalition v. Fish and Game Com.* (1989) 214 Cal.App.3d 1043).

Recirculation is not required where the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR. The above standard is "not intend[ed] to promote endless rounds of revision and recirculation of EIRs." (*Laurel Heights Improvement Assn. v. Regents of the University of California* (1993) 6 Cal. 4th 1112, 1132). "Recirculation was intended to be an exception, rather than the general rule." (*Ibid.*)

The Final EIR incorporates information developed after the Draft EIR/EIS was completed, and contains additions, clarifications, modifications, and other changes. As noted in Section VIII.B, comments on the Draft EIR/EIS either expressly or impliedly sought changes to proposed mitigation measures identified in the Draft EIR/EIS, as well as additional mitigation measures. As explained in the Final EIR (Chapter 8, Responses to Comments), some of the suggestions were found to be appropriate and feasible and were adopted in the Final EIR and included in the MMRP (see Section VIII.B, above). Where changes have been made to mitigation measures and other information in the Draft EIR/EIS, these changes do not change any conclusions on the significance of impacts presented in the Draft EIR/EIS and do not meet any of the standards for recirculation under CEQA Guidelines section 15088.5.

Notably, CEQA case law emphasizes that "[t]he CEQA reporting process is not designed to freeze the ultimate proposal in the precise mold of the initial project; indeed, new and unforeseen insights may emerge during investigation, evoking revision of the original proposal." (*Kings County Farm Bureau v. City of Hanford* (1990) 221 Cal.App.3d 692, 736-737; see also *River Valley Preservation Project v. Metropolitan Transit Development Bd.* (1995) 37 Cal.App.4th 154, 168, fn. 11.) "'CEQA compels an interactive process of assessment of environmental impacts and responsive project modification which must be genuine. It must be open to the public, premised upon a full and meaningful disclosure of the scope, purposes, and effect of a consistently described project, with flexibility to respond to unforeseen insights that emerge from the process.' [Citation.] In short, a project must be open for public discussion and subject to agency modification during the CEQA process." (*Concerned Citizens of Costa Mesa, Inc. v. 33rd Dist. Agricultural Assn.* (1986) 42 Cal.3d 929, 936).

The Final EIR also includes minor edits made in response to various comments on the Draft EIR/EIS (See Final EIR, Chapter 8). These revisions were made for accuracy and did not change any conclusions of the Draft EIR/EIS regarding the Project's impacts. The revisions only constituted minor revisions or augmentations to information in the Draft EIR/EIS that did not change any of the determinations regarding the significance of Project impacts.

Thus, none of these changes involves "significant new information" triggering recirculation because neither the additional information nor changes to the mitigation measure resulted in any new significant environmental effects, any substantial increase in the severity of any previously identified significant effects, or otherwise trigger recirculation under CEQA standards. Instead, the modifications were either environmentally beneficial or environmentally neutral, and thus represent the kind of changes that commonly occur as the environmental review process works towards its conclusion.

D. Findings on Alternatives

As shown in Attachment 1, all potentially significant impacts of the Project have been reduced to less than significant by the adoption of mitigation measures. Therefore the Project does not result in any significant and unavoidable impacts on a project or cumulative level. Since adoption of mitigation will reduce all significant impacts to less than significant, the City is not required under CEQA to make findings on the feasibility of project alternatives. (*Laurel Hills Homeowners Assn. v. City Council* (1978) 83 Cal.App.3d 515.)

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ATTACHMENT 1

SUMMARY OF IMPACTS, MITIGATION MEASURES, AND CEQA FINDINGS OF FACT

The term "Final EIR" in this Document refers collectively to the Draft EIR/EIS and the Final EIR Response to Comments volume.

3.1 AESTHETICS

Impact AES-2: The NVRRWP could result in new sources of substantial light and glare. This would be considered a **potentially significant impact**.

Mitigation Measures

AES-2 **Nighttime Construction Lighting:** Nighttime construction lighting, if required, shall be shielded and oriented downward to minimize effects on any nearby receptors. Lighting shall be directed toward active construction areas only, and shall have the minimum brightness necessary to ensure worker safety.

Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measure AES-2, which will ensure that any nighttime construction activities would use lighting that would not affect nearby residents and would mitigate the impact to **less than significant** after mitigation.

Rationale: Mitigation Measure AES-2 shields lights and directs them away from any nearby receptors, thus reducing the impact of lighting to **less than significant.**

3.2 AGRICULTURE AND FORESTRY RESOURCES

Impact AG-1: The NVRRWP could convert farmland to non-agricultural use by removing topsoil. This is a **potentially significant impact**.

Mitigation Measures

AG-1 **Stockpile Soil:** Topsoil removed during project construction shall be stockpiled for later reuse. Soil shall be stored in a clear area of the construction site where it would not have the potential to affect agricultural or biological resources. Stockpiled soil shall be covered with a tarp at all times to prevent generation of fugitive dust. Following pipeline insertion, soil shall be backfilled into the trench and restored to an appropriate level of compaction.

Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation AG-1, which will serve to reduce these potential impacts to **less than significant** after mitigation.

Rationale: Mitigation Measure AG-1 would ensure that removal of topsoil would not impair long-term productivity of agricultural land along the pipeline alignment. Restoration of topsoil would land productivity is preserved , thus reducing the impact to **less than significant.**

3.3 AIR QUALITY

Impact AIR-1: Construction activities would generate emissions of criteria NOx that could exceed significance thresholds established by the San Joaquin Valley Air Pollution Control District, this would be considered a **potentially significant impact.**

Mitigation Measures

AIR-1 **Reduce NOx Emissions**: NOx emissions associated with construction activities shall be reduced to 10 tons per year through on-site equipment and hauling vehicle Mitigation Measure to the extent feasible. All vehicles and equipment used during construction shall be maintained and properly tuned in accordance with the manufacturer's specifications to perform at US EPA certification levels and to perform at verified standards applicable to retrofit technologies. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure CCR Title 13 Section 2485). Emissions reduction methods may be chosen from any combination of the following measures:

- Minimize the use and trips of construction equipment and trucks by consolidating trips and loads to the extent feasible
- Minimize unnecessary idling by shutting off equipment and trucks when not in use to the extent feasible and comply with CARB idling regulations.
- Conduct periodic unscheduled inspections to ensure equipment is maintained properly and in accordance with manufacturer's recommendations and excessive idling is not occurring.
- Prepare inventory of all equipment prior to construction consistent with SJVAPCD Indirect Source Review Rule.
- Develop a construction traffic and parking management plan that minimizes traffic interference and maintains traffic flow.

The contractor will be encouraged to implement the following measures to the extent feasible before implementation of off-site Mitigation Measure and

identify why the measures are infeasible if not implemented in particular due to economic infeasibility:

- Use alternative fueled vehicles.
- Use newer tier engines such as US EPA Tier 4 exhaust emissions standards for heavy-duty nonroad compression ignition engines.
- Use of newer on-highway vehicles that meet the US EPA exhaust emissions standards for model year 2010 and newer heavy-duty on-highway compression ignition engines
- Use phased material hauling trips
- Use after-market pollution control devices to reduce emissions
- Lengthen the construction schedule to reduce the annual intensity of construction activities

If all feasible on-site measures have been implemented and annual emissions are anticipated to still be above 10 tons per year for NOx, then the project proponent shall enter into a Voluntary Emissions Reduction Agreement (VERA) with SJVAPCD. The VERA would provide pound-for-pound mitigation of air emissions increases down to a net zero emissions per year as required under general conformity through a process that develops, funds, and implements emission reduction projects. SJVAPCD would serve as role of administrator of the emissions reduction projects and verifier of the successful mitigation effort.

Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measures AIR-1, which will serve to reduce potential construction-related air quality impacts to **less than significant** after mitigation.

Rationale: Mitigation Measure AIR-1 requires a variety of emissions reduction measures and specifies that if all feasible on-site measures have been implemented and emissions still exceed 10 tons per year contributions to emissions reduction projects would be required, thus reducing the impact to **less than significant**.

3.4 BIOLOGICAL RESOURCES

Effects on special-status plants

Impact BIO-1: Construction could adversely affect special-status plants that have the potential to grow in the project area. This would be a **potentially significant impact**.

Mitigation Measures

BIO-1a **Avoid or Minimize Impacts to Special-Status Plant Species**: To the extent feasible, project-related activities shall avoid habitats with the potential to support special-status plants, including alkali flats, alkali scrub, alkali pools,

and freshwater wetlands. To the extent feasible, the proposed project shall minimize potential impacts to special-status plants by utilizing trenchless construction techniques within habitats with the potential to support special-status plants.

BIO-1b **Perform Focused Surveys for Special-Status Plant Species in Suitable Habitats**: Within one year prior to commencement of construction activities, a qualified botanist shall perform surveys for special-status plant species within potentially suitable habitat in the vicinity of open-cut construction areas (Survey areas are shown in Attachment A to the MMRP). Floristic surveys shall be performed according to the Protocols for Surveying and Evaluating Impacts to Specials Status Native Plant Populations and Natural Communities (CDFG 2009 or current version). Floristic surveys shall include the use of a reference population, as reasonably feasible, to increase the likelihood of detection, and shall be performed during the appropriate bloom period(s) for each species. If special-status plants are detected within a 100-foot radius or within the microwatershed of an open-cut construction area (including pits that would be used for trenchless construction), Mitigation Measure BIO-1c shall be implemented

BIO-1c **Monitor or Compensate for Impacts to Special-Status Plant Species**: The locations of special-status plants within the microwatershed or within 100 feet of construction areas shall be marked and the size of the population shall be recorded. Locations of special-status plant populations shall be clearly identified in the field by staking, flagging, or fencing. The plants shall be monitored throughout the duration of construction to determine if the project has resulted in adverse effects (direct or indirect), as determined by a qualified botanist.

If the botanist determines that special-status plants may have been adversely affected, then the Partner Agencies shall implement measures to compensate for the impact. Compensation measures may include transplanting perennial species, seed collection and dispersal for annual species, and other conservation strategies that shall restore and protect the viability of the local population. If minimization measures are implemented, monitoring of plant populations shall be conducted annually for 5 years to assess the mitigation's effectiveness. The performance standard for the mitigation shall be no net reduction in the size or viability of the local population.

BIO-1d **Develop and Implement a Frac-out Contingency Plan for Trenchless Construction:** Prior to constructing a crossing(s) of the San Joaquin River, a Frac-out Prevention and Contingency Plan shall be developed and submitted by the City of Modesto to the California State Lands Commission for review. At minimum, the plan shall prescribe the measures to ensure protection of aquatic resources, special-status plants and wildlife, including:

- Procedures to minimize the potential for a frac-out associated with horizontal directional drilling;

- Procedures for timely detection of frac-outs;
- Procedures for timely response and remediation in the event a frac-out; and
- Monitoring of drilling and frac-out response activities by a qualified biologist.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measures BIO-1a, BIO-1b, BIO-1c and BIO-1d, and therefore this impact would be considered **less than significant** after mitigation.

Rationale: The project has been revised to require implementation of Mitigation Measures BIO-1a through BIO-1d, which will ensure sensitive habitats are avoided to the extent feasible. Where habitat avoidance is not possible, special status plants would be identified and protected, and if any plants are adversely affected, conservation strategies will be employed to protect the viability of the local plant population. A frac-out prevention plan would be implemented to ensure that plants in riparian zones are protected. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Effects on vernal pool branchiopods

Impact BIO-2: Construction of the project could adversely affect vernal pool branchiopods that have the potential to occur in the alkali pool and swale habitat on the south side of West Main Avenue. This would be a **potentially significant impact**.

Mitigation Measures

BIO-2a **Avoid Impacts to Vernal Pool Branchiopods and their Habitat**: To the extent feasible, the project-related activities shall avoid impacts to habitat with the potential to support Conservancy fairy shrimp, longhorn fairy shrimp, vernal pool fairy shrimp, and vernal pool tadpole shrimp, including alkali pools and swales. Avoidance shall be defined as no direct or indirect effects to suitable habitat. This shall be accomplished by avoiding construction within the microwatershed of suitable habitat for vernal pool branchiopods.

BIO-2b **Minimize and Compensate for Impacts to Vernal Pool Fairy Shrimp and Their Habitat:** If direct or indirect impacts to habitat with the potential to support vernal pool branchiopods cannot be avoided then the following measures shall be implemented:

- Implement a storm water pollution prevention plan (SWPPP) to reduce the potential for sediments and contaminants to enter pools or depressions where vernal pool branchiopods may occur;
- After construction, restore surface topography and drainage to pre-construction conditions; and

- Provide off-site compensation for permanent, temporary, and indirect impacts at ratios determined through consultation with USFWS. The performance standard shall be no net loss in acreage or habitat quality for vernal pool branchiopods, as determined through consultation with USFWS.

Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measures BIO-2a and BIO-2b, and, as a result, this impact would be considered **less than significant** after mitigation.

Rationale: The project has been revised to require implementation of Mitigation Measures BIO-2a and BIO-2b, which will ensure that habitat potentially containing vernal pool branchiopods is avoided and that indirect impacts are minimized by implementing measures to avoid sediments and contaminants from entering habitats adjacent to construction areas. Preservation of habitat will be ensured by providing compensation if any habitats are directly or indirectly affected during construction. Therefore, with the implementation of these measures, the impact will be **less than significant.**

Impact BIO-3: Construction could affect elderberry bushes that provide habitat for valley elderberry longhorn beetle (VELB). This would be a **potentially significant impact**.

Mitigation Measures

Effects on valley elderberry longhorn beetle

BIO-1d **Develop and Implement a Frac-out Contingency Plan for Trenchless Construction:** Prior to constructing a crossing(s) of the San Joaquin River, a Frac-out Prevention and Contingency Plan shall be developed and submitted by the City of Modesto to the California State Lands Commission for review. At minimum, the plan shall prescribe the measures to ensure protection of aquatic resources, special-status plants and wildlife, including:

- Procedures to minimize the potential for a frac-out associated with horizontal directional drilling;
- Procedures for timely detection of frac-outs;
- Procedures for timely response and remediation in the event a frac-out; and
- Monitoring of drilling and frac-out response activities by a qualified biologist.

BIO-3a **Avoid Impacts to Valley Elderberry Longhorn Beetle**: To the extent feasible, the project shall adhere to avoidance measures outlined in USFWS' Conservation Guidelines for Valley Elderberry Longhorn Beetle (USFWS 1999). This shall include the following avoidance measures:

- No less than 120 days prior to commencing construction, the locations of elderberry plants within 200 feet of open-cut construction areas shall be identified;
- Fence and flag all areas to be avoided during construction activities including all established elderberry shrubs within 200 feet of open-cut construction that will not be impacted by construction activities;
- No open-cut construction within 100 feet of the dripline of elderberry plants containing stems measuring 1.0 inch or greater in diameter at ground level;
- Construction personnel shall participate in a Contractor Environmental Awareness Training (CEAT). The CEAT shall communicate the need to avoid damaging the elderberry plants and the possible penalties for not complying with these requirements. The CEAT will instruct work crews about the status of the beetle and the need to protect its elderberry host plant;
- Erect signs every 50 feet along the edge of the avoidance area with the following information: "This area is habitat of the valley elderberry longhorn beetle, a threatened species, and must not be disturbed. This species is protected by the Endangered Species Act of 1973, as amended. Violators are subject to prosecution, fines, and imprisonment." The signs will be maintained for the duration of construction; and
- No insecticides, herbicides, fertilizers, or other chemicals that might harm the beetle or its host plant would be used within 100 feet of any elderberry plant.

BIO-3b **Minimize or Compensate for Impacts to Valley Elderberry Longhorn Beetle:** If elderberry plants occur within 100 feet of open-cut construction, their locations shall be reported to the USFWS. In areas where encroachment on the 100-foot buffer has been approved by USFWS, a minimum setback of at least 20 feet from the dripline of each elderberry plant shall be provided, as feasible. For any encroachment into the 100-foot buffer or removal of elderberry plants, the Partner Agencies shall implement measures to compensate for impacts to VELB. Compensation measures shall be consistent with USFWS' Conservation Guidelines for Valley Elderberry Longhorn Beetle (USFWS 1999). This shall include establishment of a project-specific VELB Conservation Area or purchase of credits at a USFWS-approved mitigation bank. If the Partner Agencies establish a project-specific Conservation Area, the population of VELBs, the general condition of the Conservation Area, and the condition of the elderberry and associated native plantings in the Conservation Area shall be monitored over a period of ten (10) years. Monitoring and reporting shall be conducted in accordance with the Conservation Guidelines for VELB (USFWS 1999). A minimum survival rate of at least 60 percent of the elderberry plants and 60 percent of the associated native plants shall be maintained throughout the monitoring period.

Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measures BIO-1d, BIO-3a and BIO-3b, and, as a result, this impact would be considered **less than significant** after mitigation.

Rationale: The project has been revised to require implementation of Mitigation Measures BIO 1d, BIO-3a and BIO-3b, which will ensure that effects on elderberry bushes are avoided and that indirect impacts are minimized by establishing buffers areas for bushes adjacent to construction areas. Preservation of habitat will be ensured by providing compensation if any bushes are directly or indirectly affected during construction. Therefore, with the implementation of these measures, the impact will be **less than significant.**

Effects of construction on special-status fish

Impact BIO-4: The project would cross the San Joaquin River using trenchless construction techniques. Fish could be affected by pile driving adjacent to the San Joaquin River, or by a frac-out during construction. This would be considered a **potentially significant impact**.

Mitigation Measures

BIO-4a **Minimize Pile Driving-related Impacts to Special Status Fish**: If impact pile driving activities occur adjacent to the San Joaquin River between October 1 and May 31, the Project Proponents shall adhere to the following restrictions on the number of allowable strikes for a 24 hour period:

Distance from San Joaquin River (Meters)	Distance from San Joaquin River (Feet)	Maximum Number of Strikes per 24 hours[1]
75	246	130
150	492	365
225	738	672
300	984	1035
375	1230	1447
450	1476	1902
>450	>1476	no limit

BIO-1d **Develop and Implement a Frac-out Contingency Plan for Trenchless Construction:** Prior to constructing a crossing(s) of the San Joaquin River, a Frac-out Prevention and Contingency Plan shall be developed and submitted by the City of Modesto to the California State Lands Commission for review. At minimum, the plan shall prescribe the measures to ensure protection of aquatic resources, special-status plants and wildlife, including:

- Procedures to minimize the potential for a frac-out associated with horizontal directional drilling;
- Procedures for timely detection of frac-outs;
- Procedures for timely response and remediation in the event a frac-out; and
- Monitoring of drilling and frac-out response activities by a qualified biologist.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measures BIO-4a and BIO-1d, and, as a result, this impact would be considered **less than significant** after mitigation.

Rationale: The project has been revised to require implementation of Mitigation Measures BIO-4a and BIO-1d, which would minimize effects of construction. Effects on fish would be minimized by limiting pile driving adjacent to the river to acceptable levels. A frac-out prevention plan would be implemented to ensure that fish are protected from an uncontrolled release of drilling fluids. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Effects on giant garter snake (GGS)

Impact BIO-6: Giant garter snakes could be affected by construction in upland habitat adjacent to small drainages that would be crossed by pipelines. This would be considered a **potentially significant impact**.

Mitigation Measures

BIO-6 **Avoid and Minimize Impacts to Giant Garter Snake:** The following measures shall be implemented to avoid or minimize impacts to GGS:

- Trenchless construction techniques shall be used to construct the pipeline crossing in potential aquatic habitat for GGS (applicable to Alternatives 1 and 2 only);
- Construction personnel shall participate in a Contractor Environmental Awareness Training (CEAT). Under this program, workers shall be informed about GGS and habitat, the species life history, conservation goals, identification of the snake, and procedures to follow in the event of a possible sighting;
- Within 24-hours prior to commencement of construction activities, the site shall be inspected by a qualified biologist who is approved by the USFWS. The biologist shall provide the Service with a field report form documenting the monitoring efforts within 24-hours of commencement of construction activities. A qualified biologist shall be on-site during all construction activity within 200 feet of potential habitat for GGS (Survey areas are shown in Attachment A to the MMRP). If a snake is encountered during construction activities, the

biologist shall have the authority to stop construction activities until appropriate corrective measures have been completed or it is determined that the snake would not be harmed;

- Erosion control materials including silt curtains, silt fencing, and erosion control wattles shall be regularly inspected for entanglement or entrapment of the snake. No erosion control devices containing plastic netting (including photo- or biodegradable plastic netting) shall be used;
- Stockpiling of construction materials, portable equipment, vehicles, and supplies shall be restricted to the designated construction staging areas which shall be greater than 200 feet from GGS aquatic habitat;
- Clearing of wetland vegetation, if any, shall be confined to the minimal area necessary to construct the pipeline or intake; and
- After completion of construction activities, any temporary fill and construction debris shall be removed. Disturbed areas shall be restored to pre-project conditions. Restoration work shall include replanting native emergent vegetation, where appropriate.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measure BIO-6, and as a result, this impact would be considered **less than significant** after mitigation.

Rationale: Implementation of Mitigation Measure BIO-6 will ensure construction avoids suitable habitat for giant garter snake (GGS) to the extent feasible. Where disturbance is unavoidable, this measure would ensure that pre-construction surveys and on-site monitoring is implemented to insure protection of GGS, and habitats would be restored after construction. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Impacts to western pond turtle

Impact BIO-8: The project has the potential to affect habitat for western pond turtle in areas where pipelines cross aquatic habitat. This would be considered a **potentially significant impact**.

Mitigation Measures

BIO-8 **Avoid and Minimize Impacts to Western Pond Turtle:** The following measures shall be implemented to avoid or minimize impacts to western pond turtle:

- To the extent feasible, trenchless construction techniques shall be used where pipelines cross potential aquatic habitat for western pond turtle;
- Construction personnel shall participate in a Contractor Environmental Awareness Training (CEAT). Under this program, workers shall be informed about western pond turtle and their habitat, conservation

goals, identification, and procedures to follow in the event of a possible sighting; and

- Pre-construction surveys for western pond turtle shall be conducted by a qualified biologist 14 days before and 24 hours before the start of construction activities where suitable habitat exists (Survey are shown in Attachment A to the MMRP). If western pond turtle or their nests are observed during pre-construction surveys, the following measures shall be implemented:
    - A qualified biologist shall be on site to monitor construction in suitable habitat. If a western pond turtle is present within 50 feet of a construction area, no vegetation clearing or ground disturbing activities shall be conducted until the turtle leaves the area on its own volition.
    - If western pond turtle nests are identified in the work area during pre-construction surveys, a 100-foot no-disturbance buffer shall be established between the nest and any areas of potential disturbance. Buffers shall be clearly marked with temporary fencing. Construction shall not be allowed to commence in the exclusion area until hatchlings have emerged from the nest, or the nest is deemed inactive by a qualified biologist.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measure BIO-8, and, as a result, this impact would be considered **less than significant** after mitigation.

Rationale: Implementation of Mitigation Measure BIO-8 will ensure construction avoids suitable habitat for western pond turtle to the extent feasible. Where disturbance is unavoidable, this measure would ensure that pre-construction surveys and on-site monitoring are implemented to insure protection of western pond turtle. Any nesting pond turtles would be protected through use of no-disturbance buffers. Therefore, with the implementation of these measures, the impact will be **less than significant.**

Impacts to burrowing owls

Impact BIO-9: The project has the potential to affect burrowing owls during construction. This would be considered a **potentially significant impact**.

Mitigation Measures

BIO-9 **Avoid, Minimize, or Compensate for Impacts to Burrowing Owl:** Prior to initiating ground-disturbing activities, surveys for burrowing owls shall be conducted in accordance with protocols established in the Staff Report on Burrowing Owl Mitigation (CDFG 2012 or current version). If ground-disturbing activities are delayed or suspended for more than 30 days after the pre-construction survey, the site shall be resurveyed. If burrowing owls are

detected, disturbance to burrows shall be avoided during the nesting season (February 1 through August 31). Buffers shall be established around occupied burrows in accordance with guidance provided in the Staff Report on Burrowing Owl Mitigation, and at the discretion of a qualified wildlife biologist. Buffers around occupied burrows shall be a minimum of 656 feet (200 meters) during the breeding season, and 160 feet (100 meters) during the non-breeding season. Buffer distances shall be subject to the approval of CDFW.

If occupied burrows cannot be avoided, passive owl relocation techniques may be implemented outside of the nesting season (February 1 through August 31). Owls would be excluded from burrows within 160 feet of construction by installing one-way doors in burrow entrances. The work area shall be monitored daily for 1 week to confirm owl departure from burrows prior to any ground-disturbing activities. Where possible burrows shall be excavated using hand tools and refilled to prevent reoccupation. Sections of flexible plastic pipe shall be inserted into the tunnels during excavation to maintain an escape route for any animals inside the burrow.

If occupied burrows are relocated, the Partners Agencies shall enhance or create burrows in adjacent habitat at a 1:1 ratio (burrows destroyed to burrows enhanced or created) one week prior to implementation of passive relocation techniques. If burrowing owl habitat enhancement or creation takes place, the Partners Agencies shall develop and implement a monitoring and management plan to assess the effectiveness of the mitigation. The plan shall be subject to the approval of CDFW.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measure BIO-9, and, as a result, this impact would be considered **less than significant** after mitigation.

Rationale: Implementation of Mitigation Measure BIO-9 will ensure construction avoids burrowing owls to the extent feasible. Where disturbance is unavoidable, this measure would ensure that pre-construction surveys and on-site monitoring is implemented to insure protection of burrowing owls. Any nesting owls would be protected through use of no-disturbance buffers, or, if necessary, passive relocation techniques combined with creating or enhancement of burrows in adjacent areas. Therefore, with the implementation of these measures, the impact will be **less than significant.**

Impacts to tricolored blackbird

Impact BIO-10: The project has the potential to affect tricolored blackbirds during construction. This would be considered a **potentially significant impact.**

Mitigation Measures

BIO-10 **Avoid and Minimize Impacts to Tricolored Blackbird Nesting Colonies:** The following measures shall be implemented to avoid or minimize impacts to tricolored blackbird:

- To the extent feasible, trenchless construction techniques shall be used in areas that support emergent vegetation;
- During the breeding season (February 1 through August 31), pre-construction surveys for tricolored blackbird shall be conducted in suitable nesting habitat by a qualified biologist no more than 15 days prior to scheduled work. Suitable nesting habitat includes any of the following: (a) dense vegetation near open water; (b) emergent marsh vegetation, especially cattails and bulrush; (c) thickets of willow, blackberry, wild rose, or thistles; or (d) silage and other grain fields such as sorghum; and
- If tricolored blackbird breeding is detected, a 500 foot no-disturbance buffer shall be established around the breeding site. The buffer shall be maintained until a qualified biologist has determined that young have fledged and are no longer reliant upon the nest or parental care for survival.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measure BIO-10, and, as a result, this impact would be considered **less than significant** after mitigation.

Rationale: Implementation of Mitigation Measure BIO-10 will ensure construction avoids habitat for tricolored blackbird to the extent feasible. Where disturbance is unavoidable, this measure would ensure that pre-construction surveys and on-site monitoring are implemented to insure protection of tricolored blackbird. Any nesting tricolored blackbird would be protected through use of no-disturbance buffers. Therefore, with the implementation of these measures, the impact will be **less than significant.**

Impacts to nesting raptors

Impact BIO-12: The project has the potential to affect nesting raptors during construction. This would be considered a **potentially significant impact.**

Mitigation Measures

BIO-12 **Avoid, Minimize, or Compensate for Impacts to Raptors including Special-status species:**

- If ground and vegetation disturbing activities occur between February 1 and September 15, a nesting raptor survey, with a focus on Swainson's hawk and white-tailed kite, shall be conducted in accordance with Recommended Timing and Methodology for

Swainson's Hawk Nesting Survey's in California's Central Valley (Swainson's Hawk Technical Advisory Committee 2000, or current CDFW guidance). Surveys shall cover a minimum of a 0.5-mile radius around potentially suitable nesting habitat for Swainson's hawk and white-tailed kite (Survey areas are shown in Attachment A to the MMRP). Agricultural lands within 1,000 feet of open-cut construction areas shall be surveyed for northern harrier nests.

- If nesting raptors are detected, a no-disturbance buffer shall be established around the nest. Buffers shall be established by a qualified biologist, with consultation with the California Department of Fish and Wildlife, as appropriate. No construction activities shall be initiated within the buffer until fledglings are fully mobile and no longer reliant upon the nest or parental care for survival. Construction must either be started before nests are established, or if nesting birds are already present, construction within the buffer zone would have to be delayed until nesting is done for the season.
- If an active Swainson's hawk or white-tailed kite nest is located within a 0.5-mile radius of an active work area, a biologist shall be on site daily to monitor the nest. The biologist shall monitor for behavioral changes that would suggest the birds are stressed by construction activity or the nest may be abandoned. Such behaviors may include excessive vocalization, a startled response coincident with a loud noise or changes in the viewshed, or prolonged absence from the nest by adults. If the biologists determines that nest success may be adversely impacted by construction, then construction shall be discontinued within 0.5 mile of the nest.
- Trees that would need to be removed for construction would be surveyed to determine if they are suitable for raptor nesting.
- If potential raptor nesting trees are to be removed during construction activities, removal shall take place outside of Swainson's hawk nesting season. Suitable nest trees for raptors shall be replaced at a ratio of 3:1 with appropriate species [e.g., valley oak (Quercus lobata), coast live oak (Q. agrifolia)., Fremont cottonwood (Populus fremontii)]. The trees shall be planted within 5 miles of the removal location, in areas appropriate for raptor nesting, and on land owned or managed by one of the Partner Agencies. If replacement planting is implemented, monitoring shall be conducted annually for 5 years to assess the mitigation's effectiveness. The performance standard for the mitigation shall be 65% survival of all replacement plantings.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measure BIO-12, and, as a result, this impact would be considered **less than significant** after mitigation.

Rationale: Implementation of Mitigation Measure BIO-12 will ensure that pre-construction surveys and on-site monitoring are implemented to insure protection of nesting raptors. Any nesting raptors will be protected through use of appropriate no-disturbance buffers and the project would include compensation for any impacts to nesting habitat. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Impacts to special-status passerine species and other birds protected under the MBTA

Impact BIO-13: The project has the potential to other nesting birds during construction, including special status passerines including Least Bell's vireo (LBV) and other birds that are protected under the Migratory Bird Treaty Act. This would be considered a **potentially significant impact**.

Mitigation Measures

BIO-13 **Avoid and Minimize Impacts to Special-status passerine species and other Bird Protected under the MBTA:**

- If ground and vegetation disturbing activities occur between February 1 and September 15, a survey for nesting birds shall be conducted within a 500-ft radius of the construction area. If nests are detected, buffers around nests shall be established. No-disturbance buffers around special-status passerine nests shall be 500 feet and 250 feet for non-listed birds protected under the MBTA and Fish and Game Code sections 3503 and 3513, unless a qualified CDFW biologist determines that smaller buffers shall be sufficient to minimize impacts to nesting birds. Factors to be considered for determining buffer size shall include: the presence of natural buffers provided by vegetation or topography; nest height; locations of foraging territory; and baseline levels of noise and human activity. Buffers shall be maintained until a qualified biologist has determined that young have fledged and are no longer reliant upon the nest or parental care for survival.
- Prior to commencing a crossing(s) of the San Joaquin River the Project Partners shall conduct surveys for LBV in accordance with USFWS' Least Bell's Vireo Survey Guidelines (USFWS 2011a). If LBV are detected during the surveys, the Project Partners shall consult with the USFWS to determine appropriate avoidance measures. The performance standard for avoidance shall be no potential impacts to an established LBV nest. This shall be accomplished by establishing a no-disturbance buffer around the active nest. The no-disturbance buffer shall be a minimum of 500 feet, but may be larger depending on site specific conditions and consultation with USFWS.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measure BIO-13, and, as a result, this impact would be considered **less than significant** after mitigation.

Rationale: Implementation of Mitigation Measure BIO-13 will ensure that pre-construction surveys and on-site monitoring are implemented to insure protection of nesting birds. Any nesting birds will be protected through use of appropriate no-disturbance buffers. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Impacts to San Joaquin kit fox

Impact BIO-14: Although San Joaquin kit fox are unlikely to occur in the project area, there presence cannot be ruled out, so the project has the potential to affect San Joaquin kit fox during construction. This would be considered a **potentially significant impact**.

Mitigation Measures

BIO-14a **Avoid and Minimize Impacts to San Joaquin kit fox:**

- Project-related activities will avoid affecting the alkali scrub/flat habitat in the action area. Avoidance is defined as no direct or indirect effects to habitat.
- A qualified biologist will conduct preconstruction surveys no less than 14 days and no more than 30 days before the commencement of activities to identify potential dens more than 5 inches in diameter within 200 feet of ground disturbing activities. The Project Partners will implement USFWS' (2011b) Standardized Recommendations for Protection of San Joaquin Kit Fox Prior to or During Ground Disturbance. The Project Partners will notify USFWS in writing of the results of the preconstruction survey within 30 days after these activities are completed.
- If potential dens are located within the proposed work area and cannot be avoided during construction activities, a USFWS-approved biologist will determine if the dens are occupied. If occupied dens are present within the proposed work, their disturbance will be avoided. Exclusion zones will be implemented following the most current USFWS procedures (currently USFWS 2011b). The Project Partners will notify USFWS immediately if a natal or pupping den is found in the survey area, and will present the results of pre-activity den searches within 5 days after these activities are completed and before the start of construction activities in the area.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measure BIO-14, and, as a result, this impact would be considered **less than significant** after mitigation.

Rationale: Implementation of Mitigation Measure BIO-14 will ensure that kit fox habitat is avoided to the extent feasible and will ensure that pre-construction surveys and on-site monitoring are implemented to insure protection of kit fox dens. Any dens will be protected

through use of appropriate no-disturbance buffers. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Impacts to riparian habitat and other sensitive natural communities

Impact BIO-15: Construction would minimize impacts through use of trenchless construction, but riparian areas and other sensitive natural communities could be affected by sedimentation or alteration of drainage patterns. This would be considered a **potentially significant impact**.

Mitigation Measures

BIO-1d **Develop and Implement a Frac-out Contingency Plan for Trenchless Construction:** Prior to constructing a crossing(s) of the San Joaquin River, a Frac-out Prevention and Contingency Plan shall be developed and submitted by the City of Modesto to the California State Lands Commission for review. At minimum, the plan shall prescribe the measures to ensure protection of aquatic resources, special-status plants and wildlife, including:

- Procedures to minimize the potential for a frac-out associated with horizontal directional drilling;
- Procedures for timely detection of frac-outs;
- Procedures for timely response and remediation in the event a frac-out; and
- Monitoring of drilling and frac-out response activities by a qualified biologist.

BIO-16a **Avoid and Minimize Impacts to Federally Protected Wetlands:** To the extent feasible, project-related activities shall avoid federally protected wetlands. To the extent feasible, the proposed project shall minimize potential impacts to federally protected wetlands by utilizing trenchless construction techniques. A SWPPP shall be implemented to reduce the potential for sediments and contaminants to enter wetlands and waters. After construction, surface topography and drainage shall be restored to pre-construction conditions. Where appropriate, revegetation shall be implemented with site-adapted native species.

BIO-16b **Obtain Regulatory Permits for Work Activities Taking Place in Wetlands and Waters of the United States and the State:** Work within areas defined as waters of the U.S. that includes placement of fill will require a CWA Section 404 permit and Section 401 Water Quality Certification. All work proposed in jurisdictional waters of the U.S. shall be authorized under these permits, and the work shall comply with the general and regional conditions of the permits. In areas where disturbance to jurisdictional waters or wetlands occurs, the Partner Agencies shall implement mitigation consistent with the terms of a CWA Nationwide Permit and/or the Final Rule on Compensatory Mitigation for Losses of Aquatic Resources (73 C.F.R. 19594). Compensatory

mitigation may include creation, re-establishment, or enhancement of wetlands in the Project Area or at an off-site location. Compensatory mitigation may also include purchase of credits at an approved mitigation bank or contribution to an approved in-lieu fee program.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measures BIO-1d, BIO-16a and BIO-16b, and, as a result, this impact would be considered **less than significant** after mitigation.

Rationale: Implementation of Mitigation Measures BIO-1d, BIO-16a and BIO-16b will ensure that riparian habitats and other sensitive natural communities are avoided to the extent feasible and will ensure that sensitive areas are protected from runoff from construction areas. Restoration of any affected areas, combined with compensatory mitigation, if needed, would ensure that there is no loss of sensitive habitat. Therefore, with the implementation of these measures, the impact will be **less than significant.**

Impacts to federally protected wetlands

Impact BIO-16: Construction would minimize impacts through use of trenchless construction, but some jurisdictional areas may be crossed by pipelines and could be affected by sedimentation or alteration of drainage patterns. This would be considered a **potentially significant impact.**

Mitigation Measures

BIO-1d **Develop and Implement a Frac-out Contingency Plan for Trenchless Construction:** Prior to constructing a crossing(s) of the San Joaquin River, a Frac-out Prevention and Contingency Plan shall be developed and submitted by the City of Modesto to the California State Lands Commission for review. At minimum, the plan shall prescribe the measures to ensure protection of aquatic resources, special-status plants and wildlife, including:

- Procedures to minimize the potential for a frac-out associated with horizontal directional drilling;
- Procedures for timely detection of frac-outs;
- Procedures for timely response and remediation in the event a frac-out; and
- Monitoring of drilling and frac-out response activities by a qualified biologist.

BIO-16a **Avoid and Minimize Impacts to Federally Protected Wetlands:** To the extent feasible, project-related activities shall avoid federally protected wetlands. To the extent feasible, the proposed project shall minimize potential impacts to federally protected wetlands by utilizing trenchless construction techniques. A SWPPP shall be implemented to reduce the potential for sediments and contaminants to enter wetlands and waters. After construction,

surface topography and drainage shall be restored to pre-construction conditions. Where appropriate, revegetation shall be implemented with site-adapted native species.

BIO-16b **Obtain Regulatory Permits for Work Activities Taking Place in Wetlands and Waters of the United States and the State:** Work within areas defined as waters of the U.S. that includes placement of fill will require a CWA Section 404 permit and Section 401 Water Quality Certification. All work proposed in jurisdictional waters of the U.S. shall be authorized under these permits, and the work shall comply with the general and regional conditions of the permits. In areas where disturbance to jurisdictional waters or wetlands occurs, the Partner Agencies shall implement mitigation consistent with the terms of a CWA Nationwide Permit and/or the Final Rule on Compensatory Mitigation for Losses of Aquatic Resources (73 C.F.R. 19594). Compensatory mitigation may include creation, re-establishment, or enhancement of wetlands in the Project Area or at an off-site location. Compensatory mitigation may also include purchase of credits at an approved mitigation bank or contribution to an approved in-lieu fee program.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measures BIO-1d, BIO-16a and BIO-16b, and, as a result, this impact would be considered **less than significant** after mitigation.

Rationale: Implementation of Mitigation Measures BIO-1d, BIO-16a and BIO-16b will ensure that federally protected wetlands are avoided to the extent feasible and will ensure that sensitive areas are protected from runoff from construction areas. Restoration of any affected areas, combined with compensatory mitigation, if needed, would ensure that there is no loss of wetlands. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Impacts to movement of fish and wildlife and use of breeding areas

Impact BIO-17: Construction would minimize impacts through use of trenchless construction, but some wildlife breeding occurs in agricultural lands, natural drainages and other wetlands, and trees that provide nesting habitat could be affected during construction. This would be considered a **potentially significant impact**.

<u>Mitigation Measures</u>

BIO-6 **Avoid and Minimize Impacts to Giant Garter Snake:** The following measures shall be implemented to avoid or minimize impacts to GGS:

- Trenchless construction techniques shall be used to construct the pipeline crossing in potential aquatic habitat for GGS (applicable to Alternatives 1 and 2 only);

- Construction personnel shall participate in a Contractor Environmental Awareness Training (CEAT). Under this program, workers shall be informed about GGS and habitat, the species life history, conservation goals, identification of the snake, and procedures to follow in the event of a possible sighting;
- Within 24-hours prior to commencement of construction activities, the site shall be inspected by a qualified biologist who is approved by the USFWS. The biologist shall provide the Service with a field report form documenting the monitoring efforts within 24-hours of commencement of construction activities. A qualified biologist shall be on-site during all construction activity within 200 feet of potential habitat for GGS (Survey areas are shown in Attachment A to the MMRP). If a snake is encountered during construction activities, the biologist shall have the authority to stop construction activities until appropriate corrective measures have been completed or it is determined that the snake would not be harmed;
- Erosion control materials including silt curtains, silt fencing, and erosion control wattles shall be regularly inspected for entanglement or entrapment of the snake. No erosion control devices containing plastic netting (including photo- or biodegradable plastic netting) shall be used;
- Stockpiling of construction materials, portable equipment, vehicles, and supplies shall be restricted to the designated construction staging areas which shall be greater than 200 feet from GGS aquatic habitat;
- Clearing of wetland vegetation, if any, shall be confined to the minimal area necessary to construct the pipeline or intake; and
- After completion of construction activities, any temporary fill and construction debris shall be removed. Disturbed areas shall be restored to pre-project conditions. Restoration work shall include replanting native emergent vegetation, where appropriate.

BIO-8 **Avoid and Minimize Impacts to Western Pond Turtle:** The following measures shall be implemented to avoid or minimize impacts to western pond turtle:

- To the extent feasible, trenchless construction techniques shall be used where pipelines cross potential aquatic habitat for western pond turtle;
- Construction personnel shall participate in a Contractor Environmental Awareness Training (CEAT). Under this program, workers shall be informed about western pond turtle and their habitat, conservation goals, identification, and procedures to follow in the event of a possible sighting; and
- Pre-construction surveys for western pond turtle shall be conducted by a qualified biologist 14 days before and 24 hours before the start of construction activities where suitable habitat exists (Survey are shown in Attachment A to the MMRP). If western pond turtle or their nests

are observed during pre-construction surveys, the following measures shall be implemented:

- A qualified biologist shall be on site to monitor construction in suitable habitat. If a western pond turtle is present within 50 feet of a construction area, no vegetation clearing or ground disturbing activities shall be conducted until the turtle leaves the area on its own volition.
- If western pond turtle nests are identified in the work area during pre-construction surveys, a 100-foot no-disturbance buffer shall be established between the nest and any areas of potential disturbance. Buffers shall be clearly marked with temporary fencing. Construction shall not be allowed to commence in the exclusion area until hatchlings have emerged from the nest, or the nest is deemed inactive by a qualified biologist.

BIO-9 **Avoid, Minimize, or Compensate for Impacts to Burrowing Owl:** Prior to initiating ground-disturbing activities, surveys for burrowing owls shall be conducted in accordance with protocols established in the Staff Report on Burrowing Owl Mitigation (CDFG 2012 or current version). If ground-disturbing activities are delayed or suspended for more than 30 days after the pre-construction survey, the site shall be resurveyed. If burrowing owls are detected, disturbance to burrows shall be avoided during the nesting season (February 1 through August 31). Buffers shall be established around occupied burrows in accordance with guidance provided in the Staff Report on Burrowing Owl Mitigation, and at the discretion of a qualified wildlife biologist. Buffers around occupied burrows shall be a minimum of 656 feet (200 meters) during the breeding season, and 160 feet (100 meters) during the non-breeding season. Buffer distances shall be subject to the approval of CDFW.

If occupied burrows cannot be avoided, passive owl relocation techniques may be implemented outside of the nesting season (February 1 through August 31). Owls would be excluded from burrows within 160 feet of construction by installing one-way doors in burrow entrances. The work area shall be monitored daily for 1 week to confirm owl departure from burrows prior to any ground-disturbing activities. Where possible burrows shall be excavated using hand tools and refilled to prevent reoccupation. Sections of flexible plastic pipe shall be inserted into the tunnels during excavation to maintain an escape route for any animals inside the burrow.

If occupied burrows are relocated, the Partners Agencies shall enhance or create burrows in adjacent habitat at a 1:1 ratio (burrows destroyed to burrows enhanced or created) one week prior to implementation of passive relocation techniques. If burrowing owl habitat enhancement or creation takes place, the Partners Agencies shall develop and implement a monitoring and management plan to assess the effectiveness of the mitigation. The plan shall be subject to the approval of CDFW.

BIO-10 **Avoid and Minimize Impacts to Tricolored Blackbird Nesting Colonies:** The following measures shall be implemented to avoid or minimize impacts to tricolored blackbird:

- To the extent feasible, trenchless construction techniques shall be used in areas that support emergent vegetation;
- During the breeding season (February 1 through August 31), pre-construction surveys for tricolored blackbird shall be conducted in suitable nesting habitat by a qualified biologist no more than 15 days prior to scheduled work. Suitable nesting habitat includes any of the following: (a) dense vegetation near open water; (b) emergent marsh vegetation, especially cattails and bulrush; (c) thickets of willow, blackberry, wild rose, or thistles; or (d) silage and other grain fields such as sorghum; and
- If tricolored blackbird breeding is detected, a 500 foot no-disturbance buffer shall be established around the breeding site. The buffer shall be maintained until a qualified biologist has determined that young have fledged and are no longer reliant upon the nest or parental care for survival.

BIO-12 **Avoid, Minimize, or Compensate for Impacts to Raptors including Special-status species:**

- If ground and vegetation disturbing activities occur between February 1 and September 15, a nesting raptor survey, with a focus on Swainson's hawk and white-tailed kite, shall be conducted in accordance with Recommended Timing and Methodology for Swainson's Hawk Nesting Survey's in California's Central Valley (Swainson's Hawk Technical Advisory Committee 2000, or current CDFW guidance). Surveys shall cover a minimum of a 0.5-mile radius around potentially suitable nesting habitat for Swainson's hawk and white-tailed kite (Survey areas are shown in Attachment A to the MMRP). Agricultural lands within 1,000 feet of open-cut construction areas shall be surveyed for northern harrier nests.
- If nesting raptors are detected, a no-disturbance buffer shall be established around the nest. Buffers shall be established by a qualified biologist, with consultation with the California Department of Fish and Wildlife, as appropriate. No construction activities shall be initiated within the buffer until fledglings are fully mobile and no longer reliant upon the nest or parental care for survival. Construction must either be started before nests are established, or if nesting birds are already present, construction within the buffer zone would have to be delayed until nesting is done for the season.
- If an active Swainson's hawk or white-tailed kite nest is located within a 0.5-mile radius of an active work area, a biologist shall be on site daily to monitor the nest. The biologist shall monitor for behavioral changes that would suggest the birds are stressed by construction

activity or the nest may be abandoned. Such behaviors may include excessive vocalization, a startled response coincident with a loud noise or changes in the viewshed, or prolonged absence from the nest by adults. If the biologists determines that nest success may be adversely impacted by construction, then construction shall be discontinued within 0.5 mile of the nest.

- Trees that would need to be removed for construction would be surveyed to determine if they are suitable for raptor nesting.
- If potential raptor nesting trees are to be removed during construction activities, removal shall take place outside of Swainson's hawk nesting season. Suitable nest trees for raptors shall be replaced at a ratio of 3:1 with appropriate species [e.g., valley oak (Quercus lobata), coast live oak (Q. agrifolia)., Fremont cottonwood (Populus fremontii)]. The trees shall be planted within 5 miles of the removal location, in areas appropriate for raptor nesting, and on land owned or managed by one of the Partner Agencies. If replacement planting is implemented, monitoring shall be conducted annually for 5 years to assess the mitigation's effectiveness. The performance standard for the mitigation shall be 65% survival of all replacement plantings.

BIO-13 **Avoid and Minimize Impacts to Special-status passerine species and other Bird Protected under the MBTA:**

- If ground and vegetation disturbing activities occur between February 1 and September 15, a survey for nesting birds shall be conducted within a 500-ft radius of the construction area. If nests are detected, buffers around nests shall be established. No-disturbance buffers around special-status passerine nests shall be 500 feet and 250 feet for non-listed birds protected under the MBTA and Fish and Game Code sections 3503 and 3513, unless a qualified CDFW biologist determines that smaller buffers shall be sufficient to minimize impacts to nesting birds. Factors to be considered for determining buffer size shall include: the presence of natural buffers provided by vegetation or topography; nest height; locations of foraging territory; and baseline levels of noise and human activity. Buffers shall be maintained until a qualified biologist has determined that young have fledged and are no longer reliant upon the nest or parental care for survival.
- Prior to commencing a crossing(s) of the San Joaquin River the Project Partners shall conduct surveys for LBV in accordance with USFWS' Least Bell's Vireo Survey Guidelines (USFWS 2011a). If LBV are detected during the surveys, the Project Partners shall consult with the USFWS to determine appropriate avoidance measures. The performance standard for avoidance shall be no potential impacts to an established LBV nest. This shall be accomplished by establishing a no-disturbance buffer around the active nest. The no-disturbance buffer shall be a minimum of 500 feet, but may be larger depending on site specific conditions and consultation with USFWS.

TR-2 **Install Temporary Trench Plates Over Open Trenches:** During construction of the pipeline, temporary trench plates will be installed over open trenches at the end of each work day.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measures BIO-6, BIO-8, BIO-9, BIO-10, BIO-12, BIO-13, and, TR-2 as a result, this impact would be considered **less than significant** after mitigation.

Rationale: Implementation of Mitigation Measures BIO-6, BIO-8, BIO-9, BIO-10, BIO-12, BIO-13, and, TR-2 will ensure that preconstruction surveys are conducted and buffer zones implemented as needed to ensure that breeding areas are not disrupted, trenches are covered so that effects on wildlife movement are minimized, and trees are replanted as needed. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Conflict with local ordinances or policies protecting biological resources

Impact BIO-18: Construction would minimize impacts through use of trenchless construction and avoidance of sensitive habitat, but sensitive resources could be affected by sedimentation or alteration of drainage patterns. This would be considered a **potentially significant impact**.

Mitigation Measures

BIO-1d **Develop and Implement a Frac-out Contingency Plan for Trenchless Construction:** Prior to constructing a crossing(s) of the San Joaquin River, a Frac-out Prevention and Contingency Plan shall be developed and submitted by the City of Modesto to the California State Lands Commission for review. At minimum, the plan shall prescribe the measures to ensure protection of aquatic resources, special-status plants and wildlife, including:

- Procedures to minimize the potential for a frac-out associated with horizontal directional drilling;
- Procedures for timely detection of frac-outs;
- Procedures for timely response and remediation in the event a frac-out; and
- Monitoring of drilling and frac-out response activities by a qualified biologist.

BIO-2a **Avoid Impacts to Vernal Pool Branchiopods and their Habitat**: To the extent feasible, the project-related activities shall avoid impacts to habitat with the potential to support Conservancy fairy shrimp, longhorn fairy shrimp, vernal pool fairy shrimp, and vernal pool tadpole shrimp, including alkali pools and swales. Avoidance shall be defined as no direct or indirect effects to

suitable habitat. This shall be accomplished by avoiding construction within the microwatershed of suitable habitat for vernal pool branchiopods.

BIO-16a **Avoid and Minimize Impacts to Federally Protected Wetlands:** To the extent feasible, project-related activities shall avoid federally protected wetlands. To the extent feasible, the proposed project shall minimize potential impacts to federally protected wetlands by utilizing trenchless construction techniques. A SWPPP shall be implemented to reduce the potential for sediments and contaminants to enter wetlands and waters. After construction, surface topography and drainage shall be restored to pre-construction conditions. Where appropriate, revegetation shall be implemented with site-adapted native species.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measures BIO-1d, BIO-2a and BIO-16a, and, as a result, this impact would be considered **less than significant** after mitigation.

Rationale: Implementation of Mitigation Measures BIO-1d, BIO-2a and BIO-16a will ensure that federally protected wetlands, including vernal pools, are avoided to the extent feasible and will ensure that sensitive areas are protected from runoff from construction areas. Restoration of any affected areas, combined with compensatory mitigation, if needed, would ensure that there is no loss of sensitive habitats. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Cumulative impacts to fish and their habitat in the San Joaquin River

Impact BIO-CUM-2: The reduction in flows due to the NVRRWP would be minimal, but because the San Joaquin River has already been modified and degraded the small incremental contribution to an already cumulatively substantial impact is considered a **potentially significant impact**.

Mitigation Measures

BIOCUM-1 **Assistance with Salmonid Recover Plan Actions:** The NVRRWP Project Partners would work with Reclamation and with resource agencies, including NMFS, USFWS, and CDFW to assist in implementation the following recovery actions from the Recovery Plan for Central Valley Chinook Salmon and Steelhead.

- Implement projects that improve wastewater treatment in the San Joaquin River watershed. The NVRRWP as designed would reduce the input of nutrients and salinity to the San Joaquin River, and as such the proposed project already addresses this recovery action.

- Develop and implement a spawning gravel augmentation plan in the San Joaquin River. The NVRRWP Project Partners would make a cash contribution to an existing restoration program or organization working to augment spawning gravels. The funding could assist in programs being implemented as part of Reclamation's San Joaquin River Restoration Program, the USFWS Anadromous Fish Restoration Program, or other relevant restoration program.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measure BIOCUM-1 and, as a result, this impact would be considered **less than significant** after mitigation.

Rationale: Implementation of Mitigation Measure BIOCUM-1 will address existing degraded conditions on the San Joaquin River by reducing the input of nutrients and salinity to the river, and contributing to improvements of spawning gravels on the river. Therefore, with the implementation of these measures, the impact will be **less than significant**.

3.5 CULTURAL RESOURCES

Impact CUL-1: No archeological resources as defined under CEQA have been identified in the project area, and, there is no evidence suggesting a significant potential for human remains to be buried in the project area. However, excavation activities associated with project construction could disturb previously unidentified archaeological resources during project construction. This would be considered a **potentially significant impact**.

Mitigation Measures

CUL-1a **Discovery of previously unknown archaeological resources during construction**: The following measures shall be implemented in the event of unexpected discovery of archaeological resources:

- The project proponent shall note on any construction plans that require ground disturbing excavation that there is a potential for exposing buried cultural resources.
- The Partner Agencies shall retain a Professional Archaeologist to provide a pre-construction briefing to supervisory personnel of any excavation contractor to alert them to the possibility of exposing significant prehistoric archaeological resources within the study area. The briefing shall discuss any archaeological objects that could be exposed, the need to stop excavation at the discovery, and the procedures to follow regarding discovery protection and notification of the project proponent and archaeological team.
- The project proponent shall retain a Professional Archaeologist on an "on-call" basis during ground disturbing construction for the project to review, identify and evaluate cultural resources that may be

inadvertently exposed during construction. The archaeologist shall review and evaluate any discoveries to determine if they are historical resource(s) and/or unique archaeological resources under CEQA.

- If cultural resources are encountered during the project, construction personnel shall avoid altering these materials and their context until a Professional Archaeologist has evaluated the situation. Project personnel shall not collect or retain cultural resources. Prehistoric resources include, but are not limited to, chert or obsidian flakes, projectile points, mortars, and pestles; and dark, friable soil containing shell and bone, dietary debris, heat-affected rock, or human burials. Historical resources include stone or adobe foundations or walls, structures and remains with square nails, and refuse deposits, often in old wells and privies.
- If the Professional Archaeologist determines that any cultural resources exposed during construction constitute a historical resource and/or unique archaeological resource, he/she shall notify the Partner Agencies and other appropriate parties of the evaluation and recommended measures to mitigate effects to a less-than significant impact. Mitigation measures may include avoidance, preservation in-place, recordation, additional archaeological testing and data recovery, among other options. Treatment of any significant cultural resources shall be undertaken with the approval of the U.S. Bureau of Reclamation and other lead agencies.
- Any identified cultural resources shall be recorded on forms DPR 422 (archaeological sites) and/or DPR 523 (historic properties) or similar forms by a Professional Archaeologist.

CUL-1b **Discovery of human burials during construction**: The treatment of human remains and of associated or unassociated funerary objects discovered during any soil-disturbing activity within the project shall comply with applicable State laws. This shall include immediate notification of the Stanislaus County Coroner (Stanislaus County Sherriff's Office).

In the event of the coroner's determination that the human remains are Native American, notification of the Native American Heritage Commission (NAHC) is required. The NAHC shall be notified by phone within 24 hours of the discovery and shall be afforded the opportunity to appoint a Most Likely Descendant (MLD) (PRC Section 5097.98). The archaeological consultant, project sponsor, and MLD shall make all reasonable efforts to develop an agreement for the treatment, with appropriate dignity, of human remains and associated or unassociated funerary objects (CEQA Guidelines Section 15064.5(d)). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. California Public Resources Code allows 48 hours to reach agreement on these matters. If the MLD and the other parties do not agree on the reburial method, the project will follow PRC Section 5097.98(b) which states that "the landowner or his or her authorized representative shall reinter

the human remains and items associated with Native American burials with appropriate dignity on the property in a location not subject to further subsurface disturbance."

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measures CUL-1a and CUL-1b, which will reduce the potential for harm to cultural resources to **less than significant** after mitigation.

Rationale: Mitigation measures CUL-1a and CUL-1b will ensure that resources discovered during construction are addressed and mitigated to avoid accidental damage, in compliance with CEQA requirements. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Impact CUL-2: The project has been designed to avoid disturbance of known historical resources in the project area. However, excavation activities associated with project construction could disturb previously unidentified historical resources during project construction. This would be considered a **potentially significant impact**.

Mitigation Measures

CUL-1a **Discovery of previously unknown archaeological resources during construction**: The following measures shall be implemented in the event of unexpected discovery of archaeological resources:

- The project proponent shall note on any construction plans that require ground disturbing excavation that there is a potential for exposing buried cultural resources.
- The Partner Agencies shall retain a Professional Archaeologist to provide a pre-construction briefing to supervisory personnel of any excavation contractor to alert them to the possibility of exposing significant prehistoric archaeological resources within the study area. The briefing shall discuss any archaeological objects that could be exposed, the need to stop excavation at the discovery, and the procedures to follow regarding discovery protection and notification of the project proponent and archaeological team.
- The project proponent shall retain a Professional Archaeologist on an "on-call" basis during ground disturbing construction for the project to review, identify and evaluate cultural resources that may be inadvertently exposed during construction. The archaeologist shall review and evaluate any discoveries to determine if they are historical resource(s) and/or unique archaeological resources under CEQA.
- If cultural resources are encountered during the project, construction personnel shall avoid altering these materials and their context until a Professional Archaeologist has evaluated the situation. Project

personnel shall not collect or retain cultural resources. Prehistoric resources include, but are not limited to, chert or obsidian flakes, projectile points, mortars, and pestles; and dark, friable soil containing shell and bone, dietary debris, heat-affected rock, or human burials. Historical resources include stone or adobe foundations or walls, structures and remains with square nails, and refuse deposits, often in old wells and privies.

- If the Professional Archaeologist determines that any cultural resources exposed during construction constitute a historical resource and/or unique archaeological resource, he/she shall notify the Partner Agencies and other appropriate parties of the evaluation and recommended measures to mitigate effects to a less-than significant impact. Mitigation measures may include avoidance, preservation in-place, recordation, additional archaeological testing and data recovery, among other options. Treatment of any significant cultural resources shall be undertaken with the approval of the U.S. Bureau of Reclamation and other lead agencies.
- Any identified cultural resources shall be recorded on forms DPR 422 (archaeological sites) and/or DPR 523 (historic properties) or similar forms by a Professional Archaeologist.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measure CUL-1a, which will reduce the potential for harm to cultural resources to **less than significant** after mitigation.

Rationale: Mitigation measure CUL-1a will ensure that historic resources discovered during construction are addressed and mitigated to avoid accidental damage, in compliance with CEQA requirements. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Impact CUL-3: There is no evidence suggesting a significant potential for fossils to occur in the project area. However, excavation activities associated with project construction could disturb previously unidentified paleontological resources during project construction. This would be considered a **potentially significant impact**.

Mitigation Measures

CUL-3 **Discovery of paleontological resources during construction**: If paleontological resources are discovered during earthmoving activities, the construction crew would immediately cease work near the find. In accordance with Society of Vertebrate Paleontology guidelines (Society of Vertebrate Paleontology 2010), a qualified paleontologist would assess the nature and importance of the find and recommend appropriate salvage, treatment, and future monitoring and mitigation.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measure CUL-3, which will reduce the potential for harm to paleontological resources to **less than significant** after mitigation.

Rationale: Mitigation measure CUL-3 will ensure that paleontological resources discovered during construction are addressed and mitigated to avoid accidental damage, in compliance with CEQA requirements. Therefore, with the implementation of these measures, the impact will be **less than significant**.

3.6 ENERGY RESOURCES

Impact ENE-1: Construction of the project requires use of fuels and excessive idling and other inefficient site operations could result in inefficient use of energy. This would be considered a **potentially significant impact**.

Mitigation Measures

AIR-1 **Reduce NOx Emissions**: NOx emissions associated with construction activities shall be reduced to 10 tons per year through on-site equipment and hauling vehicle Mitigation Measure to the extent feasible. All vehicles and equipment used during construction shall be maintained and properly tuned in accordance with the manufacturer's specifications to perform at US EPA certification levels and to perform at verified standards applicable to retrofit technologies. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure CCR Title 13 Section 2485). Emissions reduction methods may be chosen from any combination of the following measures:

- Minimize the use and trips of construction equipment and trucks by consolidating trips and loads to the extent feasible
- Minimize unnecessary idling by shutting off equipment and trucks when not in use to the extent feasible and comply with CARB idling regulations.
- Conduct periodic unscheduled inspections to ensure equipment is maintained properly and in accordance with manufacturer's recommendations and excessive idling is not occurring.
- Prepare inventory of all equipment prior to construction consistent with SJVAPCD Indirect Source Review Rule.
- Develop a construction traffic and parking management plan that minimizes traffic interference and maintains traffic flow.

The contractor will be encouraged to implement the following measures to the extent feasible before implementation of off-site Mitigation Measure and

identify why the measures are infeasible if not implemented in particular due to economic infeasibility:

- Use alternative fueled vehicles.
- Use newer tier engines such as US EPA Tier 4 exhaust emissions standards for heavy-duty nonroad compression ignition engines.
- Use of newer on-highway vehicles that meet the US EPA exhaust emissions standards for model year 2010 and newer heavy-duty on-highway compression ignition engines
- Use phased material hauling trips
- Use after-market pollution control devices to reduce emissions
- Lengthen the construction schedule to reduce the annual intensity of construction activities

If all feasible on-site measures have been implemented and annual emissions are anticipated to still be above 10 tons per year for NOx, then the project proponent shall enter into a Voluntary Emissions Reduction Agreement (VERA) with SJVAPCD. The VERA would provide pound-for-pound mitigation of air emissions increases down to a net zero emissions per year as required under general conformity through a process that develops, funds, and implements emission reduction projects. SJVAPCD would serving as role of administrator of the emissions reduction projects and verifier of the successful mitigation effort.

Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measures AIR-1, which will serve to ensure efficient use of fuels thus reducing energy impacts to **less than significant** after mitigation.

Rationale: Mitigation Measure AIR-1 requires that engines be properly tuned and that restrictions on idling are enforced, thus reducing the impact to **less than significant**.

3.8 GEOLOGY AND SOILS

Impact GEO-1: The project would be subject to damage from groundshaking and liquefaction. This would be considered a **potentially significant impact**.

Mitigation Measures

GEO-1 **Perform Design-Level Geotechnical Evaluations for Seismic Hazards:** During the design phase for the proposed project, perform site-specific, design-level geotechnical evaluations to identify potential secondary ground failure hazards (i.e., seismically-induced settlement) associated with the expected level of seismic ground shaking. A geotechnical memorandum shall be prepared to detail the findings of the evaluations.

The geotechnical analysis will provide recommendations to mitigate those hazards in the final design and, if necessary, during construction. The design-level geotechnical evaluations, based on the site conditions, location, and

professional opinion of the geotechnical engineer, may include subsurface drilling, soil testing, and analysis of site seismic response to determine appropriate feasible measures to be incorporated into the project design. The performance standard to be used in the geotechnical evaluations will be minimization of the hazards associated with liquefaction and seismic groundshaking. The geotechnical engineer will review the seismic design criteria of facilities to ensure that facilities are designed to withstand the highest expected peak acceleration, set forth by the California Building Code for each site, and ensure that secondary ground failures, such as liquefaction, are minimized. Recommendations resulting from findings of the geotechnical study will be incorporated into the design and construction of proposed facilities.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measure GEO-1, which will reduce the risks associated with groundshaking and liquefaction to **less than significant** after mitigation.

Rationale: Mitigation Measure GEO-1will ensure that facilities are designed to withstand groundshaking and that risk of secondary failures such as liquefaction are minimized. Therefore, with the implementation of these measures, the impact will be **less than significant**.

Impact GEO-2: The project would be subject to damage from expansive soils. This would be considered a **potentially significant impact**.

Mitigation Measures

GEO-2 **Perform Design-Level Geotechnical Evaluations for Soil Expansion:** During the design phase for all components of the project, a design-level geotechnical evaluation to determine the presence and characteristics of potentially compressible and expansive soils, the engineering properties of the foundation material, and the depth and thickness of soil layers will be completed. The results of the investigations will include measures that would reduce soil expansion to a less-than-significant level. Feasible mitigation measures could include removal and replacement of soil, deep foundations, or deep mixing of compressible or expansive soils with stabilizing agents. All mitigation measures included in the geotechnical evaluation will be incorporated into the project design specifications.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measure GEO-2, which will reduce the risks associated with expansive soils to **less than significant** after mitigation.

Rationale: Mitigation Measure GEO-2 will result in replacing expansive soils with non-expansive materials, or having them treated so as to become non-expansive and, if necessary,

other engineering practices for mitigation of expansive soil conditions shall be implemented. Therefore, with the implementation of these measures, the impact will be **less than significant.**

3.2.10 HAZARDS AND HAZARDOUS MATERIALS

Hazardous materials used during construction

Impact HAZ-1: Construction requires use of hazardous materials including fuel, paints, solvents and glues. Accidental release of hazardous materials would be considered a **potentially significant impact.**

Mitigation Measures

HAZ-1a **Hazardous Materials Management and Spill Prevention Control Plan:** Prior to the start of construction, the construction contractor shall be required to prepare a Hazardous Materials Management Spill Prevention and Control Plan that includes a project-specific contingency plan for hazardous materials and waste operations. The Plan shall be applicable to construction activities, and shall establish policies and procedures according to applicable codes and regulations, including but not limited to the California Building and Fire Codes, and federal and California Occupational Safety and Health Administration (OSHA) regulations. Elements of the Plan shall include, but not be limited to, the following:

- A discussion of hazardous materials management, including delineation of hazardous material storage areas, access and egress routes, waterways, emergency assembly areas, and temporary hazardous waste storage areas;
- Notification and documentation of procedures; and
- Spill control and countermeasures, including employee spill prevention/response training.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measure HAZ-1a, which will reduce impacts from hazardous materials releases to **less than significant** after mitigation.

Rationale: Mitigation Measure HAZ-1a will ensure that fuel and other hazardous materials are handled in accordance with regulatory standards to protect public health and safety. In addition, hazardous materials shall only be handled in specified construction staging areas, in accordance with specified requirements, to prevent contamination. With the implementation of Mitigation Measure HAZ-1a, the impact will be **less than significant.**

Wildland Fire

Impact HAZ-2: The project would require use of spark-producing construction machinery in areas with fire hazard ratings of medium and high, which could create

hazardous fire conditions. This would be considered a **potentially significant impact.**

Mitigation Measures

HAZ-2 **Prevention of Fire Hazards**: During construction of the proposed project, the construction contractor shall require staging areas, welding areas, or areas slated for construction be cleared of dried vegetation or other materials that could ignite. Construction equipment that includes a spark arrestor shall be maintained in good working order. In addition, construction crews shall have a spotter during welding activities to look out for potentially dangerous situations, such as accidental sparks. Other construction equipment shall be kept in good working order and used only within cleared construction zones. During construction of the proposed project, contractors shall require vehicles and crews working at the project site to have access to functional fire extinguishers.

Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measure HAZ-2, which will serve to reduce these potential impacts to **less than significant** after mitigation.

Rationale: Mitigation Measure HAZ-2 would ensure implementation of measures to prevent accidental fires. Therefore, with the implementation of this measure, the impact will be **less than significant.**

Conflict with Emergency Plans

Impact HAZ-3: The project could conflict with the Stanislaus County's Multi-Jurisdictional Hazard Mitigation Plan. This impact would be **potentially significant.**

Mitigation Measures

HAZ-1a **Hazardous Materials Management and Spill Prevention Control Plan:** Prior to the start of construction, the construction contractor shall be required to prepare a Hazardous Materials Management Spill Prevention and Control Plan that includes a project-specific contingency plan for hazardous materials and waste operations. The Plan shall be applicable to construction activities, and shall establish policies and procedures according to applicable codes and regulations, including but not limited to the California Building and Fire Codes, and federal and California Occupational Safety and Health Administration (OSHA) regulations. Elements of the Plan shall include, but not be limited to, the following:

- A discussion of hazardous materials management, including delineation of hazardous material storage areas, access and egress routes, waterways, emergency assembly areas, and temporary hazardous waste storage areas;
- Notification and documentation of procedures; and

- Spill control and countermeasures, including employee spill prevention/response training.

HAZ-2 **Prevention of Fire Hazards**: During construction of the proposed project, the construction contractor shall require staging areas, welding areas, or areas slated for construction be cleared of dried vegetation or other materials that could ignite. Construction equipment that includes a spark arrestor shall be maintained in good working order. In addition, construction crews shall have a spotter during welding activities to look out for potentially dangerous situations, such as accidental sparks. Other construction equipment shall be kept in good working order and used only within cleared construction zones. During construction of the proposed project, contractors shall require vehicles and crews working at the project site to have access to functional fire extinguishers.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measures HAZ-1 and HAZ-2, which will substantially reduce impacts to **less than significant** after mitigation.

Rationale: Mitigation Measures HAZ-1 and HAZ-2 would ensure that that the project would not cause hazardous conditions during construction. With the implementation of these measures, the impact will be **less than significant**.

3.11 HYDROLOGY AND WATER QUALITY

Construction Water Quality Impacts

Impact HYD-1: Construction would include vegetation removal, grading, and excavation activities, which could result in increased sedimentation and erosion and could result in impacts to water quality. This would be considered a **potentially significant impact**.

Mitigation Measures

HYD-1a **Comply with the Construction General Permit**: To minimize the impacts to water quality from construction activities, the proposed project shall implement measures contained in the Construction General Permit including the development of a SWPPP.

HYD-1b **Implement BMPs to Control Erosion and Sediment During Construction:** The SWPPP shall specify that all construction activities shall implement multiple BMPs to provide effective erosion and sediment control. These BMPs shall be selected to achieve maximum sediment removal and represent the best available technology that is economically achievable. BMPs to be implemented as part of this mitigation measure shall include, but are not limited to, the following measures:

- Temporary erosion control measures, such as silt fences, staked straw bales/wattles, silt/sediment basins and traps, check dams, geofabric, sandbag dikes, and temporary revegetation or other ground cover, shall be employed for disturbed areas;
- Dirt and debris shall be swept from paved streets in the construction zone on a regular basis, particularly before predicted rainfall events;
- Grass or other vegetative cover will be re-established on unpaved areas of the construction site as soon as possible after disturbance. In paved areas, any removed paving will be replaced as soon as possible; and
- Soil stockpiling sites will be located such that they do not drain directly into the San Joaquin River or irrigation canals.

Multiple BMPs used in combination, properly installed and maintained, can achieve significant sediment removal. BMPs proposed by the project contractor shall be subject to approval by the project proponent, and the project proponent shall require that all parties performing construction under the proposed project incorporate into contract specifications the requirement that the contractor(s) comply with and implement these provisions. The contractor shall also include provisions for monitoring during and after construction activities to verify that these standards are met.

HYD-1c **Comply with the General Order for Dewatering or Other Appropriate NPDES Permit**: To minimize the impacts to water quality from dewatering activities, the proposed project shall implement measures contained in the General Order for Dewatering or other appropriate NPDES permit or Waste Discharge Requirement.

BIO-1d **Develop and Implement a Frac-out Contingency Plan for Trenchless Construction:** Prior to constructing a crossing(s) of the San Joaquin River, a Frac-out Prevention and Contingency Plan shall be developed and submitted by the City of Modesto to the California State Lands Commission for review. At minimum, the plan shall prescribe the measures to ensure protection of aquatic resources, special-status plants and wildlife, including:

- Procedures to minimize the potential for a frac-out associated with horizontal directional drilling;
- Procedures for timely detection of frac-outs;
- Procedures for timely response and remediation in the event a frac-out; and
- Monitoring of drilling and frac-out response activities by a qualified biologist.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measures BIO-1d, HYD-1a, HYD-1b and HYD-1c, and with the implementation of these measures, the project's impacts to water quality during construction would be considered **less than significant** after mitigation.

Rationale: Mitigation Measures BIO-1d, HYD-1a, HYD-1b and HYD-1c will insure adherence to all applicable NPDES requirements and other water quality regulations to minimize impacts to water quality and to ensure that no debris or other pollutants from the construction affect water quality of streams and drainages in the project area. Therefore, with the implementation of these measures, the impact will be **less than significant**.

3.14 NOISE

Construction Noise

Impact NOI-1: During construction of the project, noise levels would temporarily be elevated in association with operation of heavy equipment. This would be considered a **potentially significant impact**.

Mitigation Measures

NOISE-1 **Noise Reduction Measures:** To reduce the impact of noise from construction activities the following measures shall be implemented to the extent feasible:

- Construction activities shall be limited to the hours of 7:00 am to 7:00 pm, Monday to Friday.
- Construction staging areas shall be as far as possible from existing residences.
- Construction equipment noise shall be minimized during project construction by muffling and shielding intakes and exhaust on construction equipment per the manufacturers' specifications and by shrouding or shielding impact tools. All equipment shall have sound-control devices no less effective than those provided by the manufacturer.
- All stationary noise generating construction equipment shall be placed as far away as possible from sensitive receptors on in an orientation minimizing noise impacts (e.g. behind barriers or storage piles).

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measure NOISE-1, and with the implementation of these measures, the project's impacts during construction would be considered **less than significant** after mitigation.

Rationale: Mitigation Measure NOISE-1 will insure that construction noise is minimized to the extent feasible. Because the County Noise Ordinance exempts this type of construction activity and because appropriate measures will be implement to reduce noise levels, with the implementation of this measure, the impact will be **less than significant**.

3.16 PUBLIC SERVICES AND UTILITIES

Construction Disruption

Impact PUB-4: During construction of the project, there is a potential for disruption of utilities and interruption of associated services. This would be considered a **potentially significant impact**.

Mitigation Measures

PUB-4 **Coordinate Relocation and Interruptions of Service with Utility Providers during Construction**: The construction contractor shall be required to verify the nature and location of underground utilities before the start of any construction that would require excavation. The contractor shall be required to notify and coordinate with public and private utility providers at least 48 hours before the commencement of work adjacent to any utility. The contractor shall be required to notify the service provider in advance of service interruptions to allow the service provider sufficient time to notify customers. The contractor shall be required to coordinate timing of interruptions with the service providers to minimize the frequency and duration of interruptions.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measure PUB-4, and with the implementation of these measures, the project's impacts to utilities during construction would be considered **less than significant** after mitigation.

Rationale: Mitigation Measure PUB-4 will insure that disruption of utilities is minimized to the extent feasible. Because the County Noise Ordinance exempts this type of construction activity and because appropriate measures will be implement to reduce noise levels, with the implementation of this measure, the impact will be **less than significant**.

3.19 TRANSPORTATION

Construction Disruption

Impact TR-1: During construction of the project, there is a potential temporary road and lane closures causing a degradation in level of service. This would be considered a **potentially significant impact**.

Impact TR-2: During construction of the project, there is a potential for disruption of alternative modes of transportation including public transit, bicycles and pedestrian uses. This would be considered a **potentially significant impact**.

Impact TR-3: During construction of the project, there is a potential for interference with emergency access and circulation. This would be considered a **potentially significant impact**.

Impact TR-4: During construction of the project, there would be additional traffic from truck trips to deliver materials and haul spoil and from worker travel. This would be considered a **potentially significant impact**.

Mitigation Measures

TR-1 **Implement a Construction Management Plan to Minimize Interference with Traffic and Emergency Response Hazards:** The Partner Agencies (DPWD, the City of Modesto, and the City of Turlock) or the construction contractor, in consultation with the County, will prepare and implement a Traffic Management Plan (TMP). The Partner Agencies will be responsible for ensuring that the plan is adequately developed and implemented. The Partner Agencies will provide the TMP to the Stanislaus County Department of Public Works and Caltrans. The TMP will include recommended traffic-control and traffic-reduction measures as identified in the Transportation Management Plan Guidelines issued by the Division of Traffic Operations Office of System Management Operations (Caltrans 2009). The Partner Agencies will require all traffic-control or traffic-reduction measures described in the TMP to be implemented. In addition, to the extent feasible, construction-related traffic and any temporary road closures shall be scheduled during non-peak traffic periods.

The measures included in the TMP shall be consistent with any applicable guidelines outlined in the Standard Specifications for Public Works Construction, the U.S. Department of Transportation's Manual on Uniform Traffic Control Devices, and the Work Area Traffic Control Handbook. The plan will include the following items:

- Definition of location and timing of any temporary lane or roadway closures;
- Identification and provision for circumstances requiring the use of temporary traffic control measures, such as flag persons, warning signs, lights, barricades, and cones to provide safe work areas in the vicinity of the project site or along the haul routes, including for narrow roadway segments, and to warn, control, protect, and expedite vehicular, bicycle, and pedestrian traffic and access by emergency responders;
- Implementation of comprehensive traffic control measures, including scheduling of major truck trips and deliveries to avoid peak-hour traffic, placement of detour signs (if required), lane closure procedures (if required), flaggers (if required), placement of cones for drivers, and designated construction access routes and access points;

- Notification to adjacent property owners, transit agencies and public safety personnel regarding when major deliveries, detours, and lane closures will occur;
- Measures to address the potential for construction-related traffic to impede emergency response vehicles and a specific training and information program for construction workers to ensure awareness of emergency procedures for project-related accidents;
- Identification of haul routes for movement of construction vehicles that will minimize impacts on vehicular and pedestrian traffic and circulation and safety, and provision for monitoring surface streets used for haul routes so that any damage and debris attributable to the haul trucks can be identified and corrected by the Partner Agencies in coordination with the construction contractor;
- Consideration of other projects in the vicinity that could also affect the same roadways as the project;
- Development of a process for responding to and tracking complaints pertaining to construction activity, including identification of an onsite complaint manager; and
- Documentation of road pavement conditions for all routes that would be used by construction vehicles both before and after project construction. Roads damaged by construction vehicles will be repaired to the level at which they existed before project construction.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measure TR-1, and with the implementation of these measures, the project's impacts to transportation during construction would be considered **less than significant** after mitigation.

Rationale: Mitigation Measure TR-1 will insure that disruption of traffic and transportation is minimized to the extent feasible. This measure provides traffic control to manage lane and road closures, addresses alternate modes of travel, maintains emergency access and manages truck traffic during construction, thus reducing the impacts to **less than significant**.

Construction Access

Impact TR-5: During construction of the project, there is a potential that access to driveways would be impaired. This would be considered a **potentially significant impact**.

Mitigation Measures

TR-1 **Implement a Construction Management Plan to Minimize Interference with Traffic and Emergency Response Hazards:** The Partner Agencies (DPWD, the City of Modesto, and the City of Turlock) or the construction contractor, in consultation with the County, will prepare and implement a

Traffic Management Plan (TMP). The Partner Agencies will be responsible for ensuring that the plan is adequately developed and implemented. The Partner Agencies will provide the TMP to the Stanislaus County Department of Public Works and Caltrans. The TMP will include recommended traffic-control and traffic-reduction measures as identified in the Transportation Management Plan Guidelines issued by the Division of Traffic Operations Office of System Management Operations (Caltrans 2009). The Partner Agencies will require all traffic-control or traffic-reduction measures described in the TMP to be implemented. In addition, to the extent feasible, construction-related traffic and any temporary road closures shall be scheduled during non-peak traffic periods.

The measures included in the TMP shall be consistent with any applicable guidelines outlined in the Standard Specifications for Public Works Construction, the U.S. Department of Transportation's Manual on Uniform Traffic Control Devices, and the Work Area Traffic Control Handbook. The plan will include the following items:

- Definition of location and timing of any temporary lane or roadway closures;
- Identification and provision for circumstances requiring the use of temporary traffic control measures, such as flag persons, warning signs, lights, barricades, and cones to provide safe work areas in the vicinity of the project site or along the haul routes, including for narrow roadway segments, and to warn, control, protect, and expedite vehicular, bicycle, and pedestrian traffic and access by emergency responders;
- Implementation of comprehensive traffic control measures, including scheduling of major truck trips and deliveries to avoid peak-hour traffic, placement of detour signs (if required), lane closure procedures (if required), flaggers (if required), placement of cones for drivers, and designated construction access routes and access points;
- Notification to adjacent property owners, transit agencies and public safety personnel regarding when major deliveries, detours, and lane closures will occur;
- Measures to address the potential for construction-related traffic to impede emergency response vehicles and a specific training and information program for construction workers to ensure awareness of emergency procedures for project-related accidents;
- Identification of haul routes for movement of construction vehicles that will minimize impacts on vehicular and pedestrian traffic and circulation and safety, and provision for monitoring surface streets used for haul routes so that any damage and debris attributable to the haul trucks can be identified and corrected by the Partner Agencies in coordination with the construction contractor;
- Consideration of other projects in the vicinity that could also affect the same roadways as the project;

- Development of a process for responding to and tracking complaints pertaining to construction activity, including identification of an onsite complaint manager; and
- Documentation of road pavement conditions for all routes that would be used by construction vehicles both before and after project construction. Roads damaged by construction vehicles will be repaired to the level at which they existed before project construction.

TR-2 **Install Temporary Trench Plates Over Open Trenches:** During construction of the pipeline, temporary trench plates will be installed over open trenches at the end of each work day.

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect identified in the Final EIR. The project has been revised to require implementation of Mitigation Measures TR-1 and TR-2, and with the implementation of these measures, the project's impacts to access during construction would be considered **less than significant** after mitigation.

Rationale: Mitigation Measures TR-1 and TR-2 will insure that access to driveways is maintained, reducing the impact to **less than significant**.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-240

RESOLUTION AUTHORIZING STAFF TO BEGIN THE DESIGN/BUILD REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS FOR THE NORTH VALLEY REGIONAL RECYCLED WATER PROGRAM

WHEREAS, the North Valley Regional Recycled Water Program (NVRRWP is the planned construction of a water supply project that would deliver up to 59,000 acre-feet per year of recycled water produced by the cities of Modesto and Turlock via a pipeline to the Delta-Mendota Canal (DMC), and

WHEREAS, Recycled water will be conveyed from Modesto and Turlock through pipelines from their wastewater treatment facilities, crossing under the San Joaquin River, ending at the DMC, and

WHEREAS, The City of Turlock has not decided whether to proceed with its components of the NVRRWP at this time, and

WHEREAS, Water in the DMC would then be conveyed directly to Del Puerto Water District (DPWD) turnouts and thus to its customers, and

WHEREAS, in order to meet the anticipated project schedule of summer 2018, the City will need to pursue a project delivery method that expedites the design and construction process, and

WHEREAS, City staff is considering a Design/Build methodology, in which both the design and construction services are contracted by a single entity, making it responsible for both of these services, and

WHEREAS, Design/Build minimizes the risks for the City and reduces the project delivery schedule, and

WHEREAS, Staff requested authorization to begin the NVRRWP Design/Build RFQ/RFP process,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes City staff to begin the Design/Build RFQ/RFP Process for the North Valley Regional Recycled Water Program.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 7th day of July, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-241

RESOLUTION APPOINTING BALVINO IRIZARRY AND JIM BISHOP TO FILL THE VACANCIES ON THE TUOLUMNE RIVER REGIONAL PARK CITIZEN'S ADVISORY COMMITTEE (TRRP CAC)

WHEREAS, Section 1102 of the Charter of the City of Modesto authorizes the City Council to appoint members to various Boards and Commissions, and

WHEREAS, the Tuolumne River Regional Park Citizen's Advisory Committee (TRRP CAC), part of a JPA, has vacancies for members who reside within Modesto and are registered voters of Stanislaus County, and

WHEREAS, the Appointments Committee met on June 16, 2015, and recommended appointment of Balvino Irizarry and Jim Bishop, to represent Modesto City residents on the TRRP CAC.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Council of the City of Modesto as follows:

SECTION 1. Balvino Irizarry and Jim Bishop are hereby appointed to the TRRP CAC with a term expiration of January 1, 2017.

SECTION 2. The City Clerk is hereby directed to transmit a copy of this resolution to the appointed members of the Tuolumne River Regional Park Citizen's Advisory Committee, and the Secretary thereof.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of July, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-242

RESOLUTION AUTHORIZING THE PURCHASE OF ONE TRUCK WITH ALTEC AT40-G AERIAL BUCKET FOR THE PUBLIC WORKS DEPARTMENT, ELECTRICAL DIVISION, THROUGH THE PUBLIC WORKS DEPARTMENT, FLEET SERVICES DIVISION, PIGGYBACKING FROM A COMPETITIVELY BID CONTRACT WITH THE NATIONAL JOINT POWERS ALLIANCE (NJPA), TO ALTEC INDUSTRIES, BIRMINGHAM, AL, AND AUTHORIZING THE PURCHASING MANAGER OR HIS DESIGNEE TO ISSUE A PURCHASE ORDER FOR A TOTAL ESTIMATED COST OF $147,451

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for new vehicles and heavy equipment, through various competitive processes, with the Purchasing Division coming back to Council for award authorization. The one truck with AltecAT40-G aerial bucket is included in the new vehicles and heavy equipment list authorized by the City Manager, and

WHEREAS, the truck with Altec AT40-G aerial bucket is a replacement for an aerial bucket truck that is at the end of its useful life cycle. The aerial bucket truck has been subjected to a thorough evaluation and has met or exceeded the replacement criteria before being placed on the replacement list, and

WHEREAS, sufficient funds are budgeted in Fiscal Year 2014-15, in account # 5409-53246-57003, and

WHEREAS, the National Joint Powers Alliance (NJPA) went through a competitive bid process for the purchase of heavy construction equipment and issued contract #31014. The most responsive and responsible bidder that met the bid specifications was Altec Industries, Birmingham, AL. Altec Industries is extending the NJPA discount to the City of Modesto, and

WHEREAS, there are no local vendors for this type of equipment. Taking advantage of this process and awarding a contract by "piggybacking" the NJPA contract is an efficient and effective way to purchase one truck with Altec AT40-G aerial bucket, and saves the time and expense for the City to formally solicit RFB's, and

WHEREAS, Modesto Municipal Code (MMC) Section 8-3.203 generally requires all purchases, which meet or exceed $50,000.00 for material, equipment or contractual services to be formally bid. However, there are exceptions to the rule set forth in the Modesto Municipal Code. One exception, MMC Section 8-3.204(d), is available where the Purchasing Manager, in his or her discretion, determines that a process other than the usual formal bid procedure set forth in MMC Section 8-3.203 will result in procurement for the City at the lowest possible cost commensurate with the desired quality. Acting within his discretion, the Purchasing Manager invoked that exception for this purchase due to the cost savings of staff time and the limited number of competitors. The purchase of one truck with Altec AT40-G aerial bucket piggybacking from a competitively bid contract with NJPA to Altec Industries, Birmingham, AL, will conform to MMC Section 8-3.204(d), and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of bid for the purchase of one truck with Altec AT40-G aerial bucket for the Public Works Department, Electrical Division through the Public Works Department, Fleet Services Division, piggybacking from a competitively bid contract with the National Joint Powers Alliance (NJPA), to Altec Industries, Birmingham, AL,

BE IT FURTHER RESOLVED that the Purchasing Manager or his designee to issue a purchase order for a total estimated cost of $147,451.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of July, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-243

RESOLUTION APPROVING AN SPECIAL EVENT ENTERTAINMENT PERMIT FOR XCLAMATION FESTIVAL AS OUTLINED BY THE CITY OF MODESTO ORDINANCE NO 3492-C.S. AND AUTHORIZING THE PERMIT ADMINISTRATOR TO EXECUTE THE SPECIAL EVENT ENTERTAINMENT PERMIT AND ALL RELATED DOCUMENTS

WHEREAS, Xclamation Festival will consist of many different types of live outdoor musical stage performances that range from Pop/Alternative, Hip Hop and Classic Rock, and

WHEREAS, the event features vendor booths providing a wide variety of products, services, food and refreshments throughout the event area, and

WHEREAS, the event is open to the public who are 21 years of age and over, and

WHEREAS, the event is controlled by temporary fencing outlining the entire perimeter with security at all entrances and exists, and

WHEREAS, Xclamation Festival has procured Total Protection Group to provide 200 security guards to assist the Modesto Police Department to ensure a safe and successful event, and

WHEREAS, the Modesto Police Department will be working the event as part of an Outside Work Agreement between the event promoters and the Modesto Police Department,

WHEREAS, this item was never presented to the Entertainment Commission due to the number of conflicted committee members.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Entertainment Permit for Xclamation Festival as outlined by

the City of Modesto Ordinance No. 3492-C.S. (Title 4, Article 4 of the Modesto Municipal Code).

BE IT FURTHER RESOLVED that the Permit Administrator is hereby authorized to execute the Special Event Entertainment Permit.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of July, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-244

A RESOLUTION APPROVING SUBMITTAL OF A REQUEST TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR $87,963 IN FY 2014-15 FUNDS UNDER THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) FOR BUS STOP SHELTERS AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL GRANT APPLICATION AND GRANT AGREEMENT DOCUMENTS

WHEREAS, Senate Bill 862 (2014), created the Low Carbon Transit Operations Program (LCTOP) and identified the California Department of Transportation as the administrating agency for LCTOP, and

WHEREAS, in Fiscal Year 2014-15 LCTOP appropriated $171,407 to the Stanislaus Council of Governments (StanCOG) for regional distribution to local transit agencies, and

WHEREAS, Stanislaus County transit has requested that the City of Modesto accept a transfer of $85,703 of the regional LCTOP funds that they were allocated but unable to use, and

WHEREAS, Stanislaus County transit has requested that the City of Modesto accept a transfer of $2,260 of the local LCTOP funds that they were allocated but unable to use, and

WHEREAS, StanCOG has concurred with the transfer of regional and local LCTOP funds, and

WHEREAS, Caltrans has concurred with the transfer of regional and local LCTOP funds, and

WHEREAS, the statutes related to state-funded transit projects require Modesto to abide by various regulations, and

WHEREAS, the California Department of Transportation has developed guidelines for the purpose of administering and distributing LCTOP funds to local agencies, and

WHEREAS, the City of Modesto is an eligible project sponsor and may receive state funding from LCTOP.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that Modesto agrees to comply with all conditions and requirements set forth by LCTOP.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute all necessary grant documents with the California Department of Transportation on behalf of the City of Modesto.

BE IT FURTHER RESOLVED that the City Manager is authorized to designate the Director of Public Works to execute all grant application and grant agreement documents.

BE IT FURTHER RESOLVED that the City Manager is authorized to designate the Transit Manager to execute all grant application and grant agreement documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of July, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-245

RESOLUTION AMENDING THE FISCAL YEAR 2015-2016 OPERATING BUDGET IN THE AMOUNT OF $87,963 TO FUND THE PURCHASE AND INSTALLATION OF BUS STOP SHELTERS FOR THE MODESTO AREA EXPRESS (MAX) TRANSIT SYSTEM AT LOCATIONS WHERE NONE CURRENTLY EXIST, IF CALTRANS APPROVES THE GRANT

WHEREAS, certain budgetary transactions are necessary in the amount of $87,963 in order to fund the purchase and installation of bus stop shelters for the MAX system, and

WHEREAS, the Fiscal Year 2015-2016 Operating Budget must be amended as shown in **Exhibit A**, which is incorporated by reference herein.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the amendment of the Fiscal Year 2015-2016 Operating Budget as shown in **Exhibit A**.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of July, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Exhibit A

Amend the FY 15/16 Operating Budget to fund the purchase and installation of new bus shelters for the MAX system at locations where none currently exist:

1. Increase appropriations in multi-year 100749 (Transit Facility Improvement) in the amount of $87,963.
2. To fund this purchase recognize revenue in the amounts of:
   - $87,963- Low Carbon Transit Operations Program (LCTOP)

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-246

RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF MODESTO AND DAVID E. KAMRAR AND CAROLE L. KAMRAR FOR LEASE OF THE PROPERTY LOCATED AT 121 ELM STREET, FOR A THREE-YEAR TERM, WITH TWO (2) ONE-YEAR EXTENSION OPTIONS, AT THE SOLE DISCRETION OF THE CITY; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the City of Modesto leases a 5,841 square foot commercial building located at 121 Elm Street in Modesto for use by the Building Services and Parking Services Divisions of the Public Works Department, and

WHEREAS, the lease expires on September 30, 2015, and

WHEREAS, staff desires to renew the lease for this property, and

WHEREAS, the lease will be for a three year term, with two one-year extension options commencing Oct 1, 2015, and

WHEREAS, the monthly rent is $1,725, with an annual increase of $.01 per square foot, and

WHEREAS, funds are budgeted in 5800-52110-53070, Rental of Real Property.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the lease agreement between the City of Modesto and David E. Kamrar and Carole L. Kamrar for the property located at 121 Elm Street.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of July, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-247

RESOLUTION AUTHORIZING SUBMISSION AND ACCEPTANCE OF A REQUEST TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR $345,818 IN FY2014-15 FUNDS UNDER THE PUBLIC TRANSPORTATION MODERNIZATION, IMPROVEMENT AND SERVICE ENHANCEMENT ACCOUNT (PTMISEA) FOR TRANSIT CAPITAL PROJECTS, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL GRANT APPLICATION AND GRANT AGREEMENT DOCUMENTS

WHEREAS, the Caltrans administered Public Transportation Modernization, Improvement, and Services Enhancement Account (PTMISEA) was a part of the comprehensive transportation bond investment package approved by the voters as Proposition 1B in the November 7, 2006 general election, and

WHEREAS, Senate Bill 88 (SB 88), enabling legislation for PTMISEA, was signed by the Governor and chaptered into law on August 24, 2007, and

WHEREAS, the California State Controller's office has made available to the City of Modesto $345,818 in GC 8879.55 (a) (3) funds, and

WHEREAS, the City of Modesto has identified purchasing TRIM stripe units to install on existing fareboxes as a priority for Fiscal Year 2014-15 PTMISEA funding.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes submission and acceptance of a grant from Caltrans for a total of $345,818 in FY 2014-15 under PTMISEA funds for transit capital projects.

BE IT FURTHER RESOLVED that the City Manager, is authorized to execute all necessary grant documents with the Department of Transportation on behalf of the City of Modesto.

BE IT FURTHER RESOLVED that the City Manager may designate the Director of Public Works to execute all grant application and grant agreement documents.

BE IT FURTHER RESOLVED that the City Manager may designate the Transit Manager to execute all grant application and grant agreement documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of July, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-248

RESOLUTION AUTHORIZING ACCEPTANCE OF $2,308,078 IN FY2014-15 REGIONAL GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) UNDER THE PUBLIC TRANSPORTATION MODERNIZATION, IMPROVEMENT AND SERVICE ENHANCEMENT ACCOUNT (PTMISEA) FOR TRANSIT CAPITAL PROJECTS AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL GRANT APPLICATION AND GRANT AGREEMENT DOCUMENTS

WHEREAS, the Caltrans administered Public Transportation Modernization, Improvement, and Services Enhancement Account (PTMISEA) was a part of the comprehensive transportation bond investment package approved by the voters as Proposition 1B in the November 7, 2006 general election, and

WHEREAS, Senate Bill 88 (SB 88), enabling legislation for PTMISEA, was signed by the Governor and chaptered into law on August 24, 2007, and

WHEREAS, the Stanislaus Council of Governments (StanCOG) is the designated recipient for regional funds under GC 8879.55 (a)(2), and

WHEREAS, the StanCOG Policy Board passed a resolution November 20, 2014, designating $2,308,078 of the Fiscal Year 2014-15 regional PTMISEA funds to the City of Modesto for transit capital projects, and

WHEREAS, the City of Modesto has identified three (3) projects as priorities for Fiscal Year 2014-15 PTMISEA funding, and

WHEREAS, refurbishing 1998, 2001 and 2003 fixed route buses; purchasing GFI TRIM units to install on existing fareboxes; and, purchasing replacement buses are the City of Modesto's three (3) priority PTMISEA projects.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes acceptance of three (3) grants from Caltrans for a total of $2,308,078 in FY 2014-15 under PTMISEA funds for transit capital projects.

BE IT FURTHER RESOLVED that the City Manager, is authorized to execute all necessary grant documents with the Department of Transportation on behalf of the City of Modesto.

BE IT FURTHER RESOLVED that the City Manager, or his designee, may designate the Director of Public Works to execute all grant application and grant agreement documents.

BE IT FURTHER RESOLVED that the City Manager, or his designee, may designate the Transit Manager to execute all grant application and grant agreement documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of July, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-249

RESOLUTION APPROVING A TRANSFER OF AUTHORITY FROM CITY ENGINEER TO DIRECTOR OF PUBLIC WORKS, OR HIS DESIGNEE, TO ISSUE CHANGES IN THE CONSTRUCTION CONTRACT VIA WRITTEN CHANGE ORDERS FOR THE STATE ROUTE 99 / PELANDALE AVENUE INTERCHANGE RECONSTRUCTION PROJECT, THE COMBINED VALUE OF THE CHANGE ORDERS NOT TO EXCEED SIX PERCENT (6%) OF THE ORIGINAL CONTRACT PRICE

WHEREAS, on February 25, 2014, City Council approved resolution No. 2014-72 authorizing the City Engineer to issue changes in the construction contract via written change orders for the State Route 99 / Pelandale Avenue Interchange Reconstruction Project, and

WHEREAS, on June 9, 2014, the City Engineer was named Acting Director of Public Works, and

WHEREAS, the position of City Engineer is allocated within the Community & Economic Development Department, and

WHEREAS, prior to the appointment, the City Engineer was the project manager over the State Route 99 / Pelandale Avenue Interchange Reconstruction Project, and

WHEREAS, In January 2015, the Engineering Design Division of the Community & Economic Development Department moved to the Public Works Department as part of a City wide reorganization, and

WHEREAS, with the move, the several CIP projects that originated in the Community & Economic Development Department transferred to the Public Works Department, which included the State Route 99 / Pelandale Avenue Interchange Reconstruction Project, and

WHEREAS, when the City Engineer was named the Acting Public Works Director, the role of project manager of the State Route 99 / Pelandale Avenue Interchange Reconstruction Project transferred from the Community & Economic Development Department to the Public Works Department, and

WHEREAS, due to the scope, size, and inherent nature of this type of construction project and that the Project Manager is now the Director of Public Works.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes a transfer from City Engineer to Director of Public Works to issue changes in the construction contract via written changes orders for the State Route 99 / Pelandale Avenue Interchange Reconstruction Project, the combined value of the change orders not to exceed six (6%) percent of the original contract with Teichert / MCM, A Joint Venture, Fowler California.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of July, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-250

RESOLUTION ACCEPTING THE SUTTER TREATMENT FACILITY FEASIBILITY STUDY AND DIRECTING STAFF TO INCORPORATE THE SUTTER TREATMENT FACILITY FEASIBILITY STUDY'S FINDINGS INTO THE DEVELOPMENT OF THE 2016 WASTEWATER MASTER PLAN THAT IS CURRENTLY IN PROGRESS

WHEREAS, on May 6, 2014 City Council, by Resolution No. 2014-166, approved an Agreement with Carollo Engineers, Inc. to conduct the Sutter Treatment Facility Feasibility Study (Feasibility Study) to thoroughly evaluate the advantages and disadvantages of maintaining the Primary Treatment Facilities at the Sutter Avenue site or relocating them to the Jennings Road site, and

WHEREAS, the two main reasons for conducting the Feasibility Study were: 1) The age, condition, and service reliability of many of the existing Sutter Plant Facilities (i.e., clarifiers, anaerobic digesters, and the solids handling facilities); and 2) the fact that significant portions of the Sutter Plant are within the 100-year flood plain of the Tuolumne River and the desire to eliminate any future facility shut-downs due to flooding. A provision in one of the City's discharge permits states that "treatment facilities shall be designed, constructed, operated, and maintained to prevent inundation or washout due to floods with a 100-year return frequency", and

WHEREAS, based on an extensive evaluation of all of the major factors involved in determining the feasibility of such a potential relocation, staff believes it is in the City's best long-term interests to relocate portions of the Primary Treatment Facilities from the Sutter Avenue site to the Jennings Road site, with the key reasons being as follows: 1) Flooding is a great concern, as demonstrated by several major floods of the Sutter Avenue site; one in 1950, another in 1955, and the most recent in 1997, where the

entire property was inundated and staff had to abandon and shut down the plant for several days; 2) Some of the existing facilities are inefficient and over 60-years old and, as related to reliable service, are in need of replacement, significant rehabilitation, or are located in the floodway/flood plain. Some of these facilities have been repaired numerous times over the years and have become a treatment process liability because of their undependability; 3) The Sutter Avenue site has very little land available for immediate expansion or long-term growth due to residential development to the north, Dryden Golf Course to the east, Tuolumne River to the South, and the Tuolumne River Regional Park to the west; 4) Continuing to provide Primary Treatment and solids handling at the Sutter Avenue site in the current manner may have adverse environmental justice consequences stemming from potential impacts (i.e., odor, noise of daily hauling of solids, etc.) on the adjacent residential neighborhoods to the north of the property; 5) Moving the Primary Treatment Facilities next to Secondary and Tertiary Treatment Facilities at Jennings Road, will increase the efficiency of treatment and disposal processes; along with optimizing coordination efforts for day to day operations and maintenance of the treatment facilities; 6) The estimated capital cost to upgrade the existing Primary Treatment Facilities and provide flood protection to the Sutter Avenue site is $129 million; whereas, the estimated cost to relocate those facilities to the Jennings Road site is $100 million (this does not include the approximate annual $1.3 million in higher operation and maintenance costs to remain at the Sutter Avenue site verses moving to the Jennings Road site), and

WHEREAS, on June 22, 2015, the Finance Committee recommended forwarding this item to City Council for consideration,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it has reviewed and hereby accepts the Sutter Treatment Facility Feasibility Study and directs staff to incorporate the Sutter Treatment Facility Feasibility Study's findings into the development of the 2016 Wastewater Master Plan that is currently in progress.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of July, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-251

RESOLUTION ACCEPTING THE AIRPORT NEIGHBORHOOD SEWER IMPROVEMENTS PHASE 1 PROJECT AS COMPLETE, AND ANNEXING SAID IMPROVEMENTS INTO MODESTO MUNICIPAL SEWER DISTRICT NO. 1

WHEREAS, a report has been filed by the Director of Utilities that the Airport Neighborhood Sewer Improvements Phase 1 Project has been completed dated September 9, 2014, and annexing said improvements into Modesto Municipal Sewer District No. 1,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Airport Neighborhood Sewer Improvements Phase 1 Project is hereby accepted as complete, and that the County of Stanislaus is authorized to file a Notice of Completion with the Stanislaus County Recorder, and annexing said improvements into Modesto Municipal Sewer District No. 1.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of July, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)
APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-252

RESOLUTION APPROVING A BLANKET WILL SERVE LETTER FOR 48 PARCELS IN THE AIRPORT NEIGHBORHOOD ADJACENT TO THE RECENTLY COMPLETED PHASE 1 SEWER IMPROVEMENTS, ALLOWING CONNECTION TO THE CITY OF MODESTO'S EXISTING SANITARY SEWER SYSTEM, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO APPROVE THE WILL-SERVE LETTER

WHEREAS, the Airport Neighborhood is an unincorporated, disadvantaged community located on the southeast side of the City of Modesto with 481 parcels that rely on septic systems for treatment of sewage, and

WHEREAS, the Airport Neighborhood's septic systems are failing and pose a threat to public health and groundwater, and

WHEREAS, the City owns and operates a sanitary sewer system adjacent to the Airport Neighborhood and is prepared to provide sewer services to the Airport Neighborhood, and

WHEREAS, on December 13, 2011, the City Council, by Resolution No. 2011-477, approved a Memorandum of Agreement with the County for City engineering staff to provide sewer design services for the project, and

WHEREAS, the Agreement required that Stanislaus County Public Works Department construct the Airport Neighborhood sewer improvements to City Standards, and

WHEREAS, on August 29, 2012, City staff completed and submitted the plans and specifications to the County, and

WHEREAS, a Measure M Sewer Advisory Vote was approved to allow City sewer extension in the Airport Community, and

WHEREAS, on September 9, 2014, the City Council, by Resolution No. 2014-376, approved a Memorandum of Agreement with the County for City staff to provide engineering design support services during construction of Phase 1 of the Airport Neighborhood Sewer Improvement Project along Kerr Avenue from Oregon Drive to Paige Court and will serve 48 parcels, and

WHEREAS, per the Agreement, the County is to transfer ownership of sewer improvements upon Notice of Completion filed by the County and upon inspection and approval by the City, and

WHEREAS, the Phase 1 sewer improvements have been constructed and are ready to be serviced by the City, and

WHEREAS, residences of the 48 parcels will be allowed to connect to the City's sewer system, and

WHEREAS, the property owner will be required to pay connection fees and enter into an outside Service Agreement for their property,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Blanket Will Serve letter for 48 parcels in the Airport Neighborhood adjacent to the recently completed Phase 1 Sewer Improvements and allows connection to the City of Modesto's existing sanitary sewer system.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to approve the Will Serve letter.

The foregoing documents were introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of July, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-253

RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE 2014 HUD CURB RAMP AND STORM DRAIN IMPROVEMENTS PROJECT, ACCEPTING THE BID, AND APPROVING A CONTRACT WITH GEORGE REED, INC., OF MODESTO, CALIFORNIA IN THE AMOUNT OF $842,092, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONTRACT

WHEREAS, plans and specifications have been prepared for the 2014 HUD Curb Ramp and Storm Drain Improvements Project, and City staff recommends approval by the City Council, and

WHEREAS, the bids received for the 2014 HUD Curb Ramp and Storm Drain Improvements Project were for the consideration of the Council, and

WHEREAS, the Director of Utilities has recommended that the bid of $842,092 received from George Reed, Inc., of Modesto, California be accepted as the lowest responsible and responsive bid and the contract be awarded to George Reed, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the plans and specifications for the 2014 HUD Curb Ramp and Storm Drain Improvements Project, accepts the bid of George Reed, Inc., of Modesto, California in the amount of $842,092, and awards Gateway Pacific Contractors, Inc. the contract for the 2014 HUD Curb Ramp and Storm Drain Improvements Project.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the contract.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of July, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-254

RESOLUTION AMENDING THE FISCAL YEAR 2015-2016 CAPITAL IMPROVEMENT PROGRAM BUDGET IN THE AMOUNT OF $370,196 TO BE TRANSFERRED INTO THE PROJECT FROM WASTEWATER FUND RESERVES IN ORDER TO FULLY FUND THE CONSTRUCTION, CONTINGENCY, CONSTRUCTION ADMINISTRATION, AND DESIGN SUPPORT DURING CONSTRUCTION FOR THE 2014 HUD CURB RAMP AND STORM DRAIN IMPROVEMENTS PROJECT

WHEREAS, certain budgetary transactions are necessary in the amount of **$370,196**, in order to fund construction, contingency, construction administration, design support during construction, including engineering/design/administration support by City staff, for the 2014 HUD Curb Ramp and Storm Drain Improvements Project, and

WHEREAS, the Fiscal Year 2015-2016 Capital Improvement Program Budget must be amended as shown in **Exhibit A**, which is incorporated by reference herein,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the amendment of the Fiscal Year 2015-2016 Capital Improvement Program Budget as shown in **Exhibit A**.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of July, 2015, by Councilmember Lopez who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Exhibit A

Due to bid costs being higher than initially budgeted for construction, construction administration, contingency and engineering/design/administration costs for CIP Account #100777 "E Street SD Cross Connection", the total project costs need to be increased by $370,196. This would be done by adjusting Construction by $292,180, Construction Administration by $35,062, Contingency-CIP by $29,218, and Engineering/Design/Administration by $13,736.

To fund the above account, $370,196 will be transferred from Wastewater Fund Reserves into CIP Project 10077 for the wastewater cost share of the 2014 HUD Curb Ramp and Storm Drain Improvement Project.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-255

RESOLUTION APPROVING AN EXEMPTION FOR THE HOUSE MODESTO CHURCH SPORTS AND RECREATION FIELD FROM STAGE II DROUGHT CONTINGENCY PLAN REQUIREMENTS IN THE INTEREST AND CONCERN OF PROVIDING FOR THE HEALTH AND SAFETY OF THE USERS

WHEREAS, California is in currently entering the fourth consecutive year of drought conditions and most of the state, including the watershed that provides the City of Modesto's water supply, is experiencing exception drought conditions, and

WHEREAS, on May 1, 2015 the Modesto City Council approved changes to the Drought Contingency Plan and implemented State II water conservation requirements, and

WHEREAS, the Stage II requirements limit watering of turf to twice weekly before 9:00 a.m. and after 7:00 p.m., and

WHEREAS, on May 26, 2015 the Modesto City Council approved exemptions to the Stage II requirements for community sports and recreation fields owned by the City, and

WHEREAS, The House Modesto Church (The House) has requested a similar exemption for its sports and recreation field, and

WHEREAS, based on the water conservation practices that The House has already implemented, staff recommended the following exemptions be granted to The House:

> For The House sport field, apply sufficient irrigation water as necessary to maintain a safe turf playing surface. Allow to irrigate as required to maintain a safe condition. Install "compliance" signs as per City guidance.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an exemption for The House Modesto Church sports and recreation field from Stage II Drought Contingency Plan requirements in the interest and concern of providing for the health and safety of the users.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of July, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-256

RESOLUTION APPROVING AN AGREEMENT WITH BARTLE WELLS ASSOCIATES FOR THE PREPARATION OF THE WATER RATE AND FEE STUDY IN AN AMOUNT NOT TO EXCEED $109,560 FOR THE IDENTIFIED SCOPE OF SERVICES, PLUS $11,440 FOR ADDITIONAL SERVICES (IF NEEDED), FOR A MAXIMUM TOTAL AMOUNT OF $121,000, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the City of Modesto currently provides water service to over 74,000 water service connections in Modesto, Salida, Grayson, Del Rio, Empire, and parts of Ceres and Turlock; and

WHEREAS, the City had previously adopted water rates in 2004 and 2005 respectively; and

WHEREAS, due to the water supply impacts of the 4th year of drought, the City Council, by Resolution 2015-134, implemented a Stage II Drought Contingency Plan on April 28, 2015 in order to comply with the State Emergency Water Conservation Regulations that require a 36% reduction in water use for Modesto in 2015 compared to 2014; and

WHEREAS, a reduction in Water Fund revenues has resulted from conservation efforts because most of the City's water customers are metered accounts, and the fund has experienced a 6.3% reduction in revenue in March 2015 compared to March 2014; and

WHEREAS, this reduction in revenues is compounded by not implementing an annual Consumer Price Index rate adjustment to the Water Fund; and

WHEREAS, there have also been increases in the City's water operations costs as a result of increased groundwater pumping due to reductions of surface water, and

conducting state-mandated studies that have put pressure on the City's Water Fund bond coverage requirements; and

WHEREAS, although the legal requirement for the Debt Service coverage ratio is 1.25, the City has adopted a policy to maintain a 1.50 ratio and actions have been taken to prevent a projected debt coverage ratio of falling below 1.25, which is below the bond covenant requirements; and

WHEREAS, due to the reduction in water sales revenue, anticipated water supply projects, increased operating costs, and system changes, the current water rate structure will not adequately fund operating expenditures, capital improvement and maintenance needs, or issuance of bonds in the future; and

WHEREAS, on May 12, 2015, the City Council, by Resolution 2015-156, approved Staff's request to negotiate an agreement with Bartle Wells Associates (BWA) to conduct a new water rate and fee study; and

WHEREAS, staff reviewed and concurred with BWA's proposed scope of work and recommended approval of this agreement; and

WHEREAS, this effort will be conducted in parallel with the ongoing Water Master Plan, which will identify all required water system improvement projects to meet both current and future growth demands and projected regulatory requirements, and will be incorporated in to the water rate and fee study; and

WHEREAS, a new Proposition 218 vote is needed before any additional Water Rate adjustments can be implemented.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with Bartle Wells Associates for the preparation of the Water Rate and Fee Study in an amount not to exceed $109,560 for the identified scope of services, plus $11,440 for additional services (if needed), for a maximum total amount of $121,000.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of July, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-257

RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE COLLECTOR AND ARTERIAL REHABILITATION PROJECT, ACCEPTING THE BID, AND APPROVING A CONTRACT WITH VSS INTERNATIONAL, INC., OF WEST SACRAMENTO, CALIFORNIA IN THE AMOUNT OF $1,489,323.10 AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONTRACT

WHEREAS, plans and specifications have been prepared for the Collector and Arterial Rehabilitation Project and City staff recommends approval by the City Council, and

WHEREAS, the bids received for the Collector and Arterial Rehabilitation Project, were opened at 11:00 a.m. on June 16, 2015, and later tabulated by the Director of Community and Economic Development for the consideration of the Council, and

WHEREAS, the Director of Community and Economic Development has recommended that the bid of $1,489,323.10 received from VSS International, Inc. of West Sacramento, California, be accepted as the lowest responsive and responsible bid and the contract be awarded to VSS International, Inc.,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the plans and specifications for the Collector and Arterial Rehabilitation Project, accepts the bid of VSS International, Inc. of West Sacramento, California, in the amount of $1,489,323.10, and awards VSS International, Inc. the contract for the Collector and Arterial Rehabilitation Project.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the contract.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of July, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Mayor Marsh
NOES:	Councilmembers:	Zoslocki
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-258

RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE DOWNSTREAM WATER SYSTEM IMPROVEMENTS-TIER 1 NORTH TANK 11 AND PUMP STATION PROJECT, ACCEPTING THE BID, AND APPROVING A CONTRACT WITH GATEWAY PACIFIC CONTRACTORS, INC. OF SACRAMENTO, CALIFORNIA IN THE AMOUNT OF $10,448,950, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONTRACT

WHEREAS, plans and specifications have been prepared for the Downstream Water System Improvements-Tier 1 North Tank 11 and Pump Station, and City staff recommends approval by the City Council, and

WHEREAS, the bids received for the Downstream Water System Improvements-Tier 1 North Tank 11 and Pump Station were for the consideration of the Council, and

WHEREAS, the Director of Utilities has recommended that the bid of $10,448,950 received from Gateway Pacific Contractors, Inc. of Sacramento, California be accepted as the lowest responsible and responsive bid and the contract be awarded to Gateway Pacific Contractors, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the plans and specifications for the Downstream Water System Improvements-Tier1 North Tank 11 and Pump Station, accepts the bid of Gateway Pacific Contractors, Inc. of Sacramento, California in the amount of $10,448,950, and awards Gateway Pacific Contractors, Inc. the contract for the Downstream Water System Improvements-Tier1 North Tank 11 and Pump Station.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the contract.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of July, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-259

RESOLUTION APPROVING AN AGREEMENT WITH CONSOLIDATED CM FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE DOWNSTREAM WATER SYSTEM IMPROVEMENTS-TIER 1 NORTH TANK 11 AND PUMP STATION PROJECT IN AN AMOUNT NOT TO EXCEED $1,278,853.29 FOR THE IDENTIFIED SCOPE OF SERVICES, PLUS $127,885.00 FOR ADDITIONAL SERVICES (IF NEEDED), FOR A MAXIMUM TOTAL AMOUNT OF $1,406,738.29, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, this project will construct a 6 million gallons water storage reservoir and an 18 million gallon per day booster pump station to increase service reliability of the City of Modesto's water system as part of the Tier I Downstream Water System Improvements identified in the 2010 Water System Engineer's Report, and

WHEREAS, the project is located on 6.3 acres located at the corner of Bangs Avenue and Tully Road, and

WHEREAS, due to the scope and complex nature of this project, staff recommends utilizing a consultant to provide Construction Management Services for the anticipated 16 month construction phase, and

WHEREAS, in accordance with City Administrative Directive 3.1, Selection Procedures for Professional Consultants Who Provide Architectural & Engineering Services for Capital Projects, a Request for Qualifications (RFQ) was issued to both local and non-local firms for Construction Management and Inspection Services for this project, and

WHEREAS, staff received five Statements of Qualifications (SOQs) and issued a Request for Proposal (RFP) to the top four qualified firms, and

WHEREAS, Consolidated CM (CCM) was selected as the most qualified firm for the North Tank 11 and Pump Station project, and

WHEREAS, CCM has experience with this type of tank and pump station project and has successfully provided similar construction management services on a previous City project, and

WHEREAS, CCM will be the main point of contact for all construction activities and reporting during this project, and

WHEREAS, therefore, City staff recommends approving an agreement with CCM for construction management services,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with Consolidated CM for Construction Management Services for the Downstream Water System Improvements-Tier 1 North Tank 11 and Pump Station project in an amount not to exceed $1,278,853.29 for the identified scope of services, plus $127,885.00 for additional services (if needed), for a maximum total amount of $1,406,738.29.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of July, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-260

RESOLUTION APPROVING AN AGREEMENT WITH WEST YOST ASSOCIATES, INC. FOR DESIGN SUPPORT DURING CONSTRUCTION FOR THE DOWNSTREAM WATER SYSTEM IMPROVEMENTS-TIER 1 NORTH TANK 11 AND PUMP STATION PROJECT IN AN AMOUNT NOT TO EXCEED $233,055 FOR THE IDENTIFIED SCOPE OF SERVICES, PLUS $23,306 FOR ADDITIONAL SERVICES (IF NEEDED), FOR A MAXIMUM TOTAL AMOUNT OF $256,361, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, this project will construct a 6 million gallons water storage reservoir and an 18 million gallon per day booster pump station to increase service reliability of the City of Modesto's water system as part of the Tier I Downstream Water System Improvements identified in the 2010 Water System Engineer's Report, and

WHEREAS, the project is located on 6.3 acres located at the corner of Bangs Avenue and Tully Road, and

WHEREAS, West Yost Associates, Inc. (West Yost) is the design engineering consultant for the Downstream Water System Improvements Tier 1 North Tank 11 and Pump Station project, and

WHEREAS, due to the size and complexity of the project, construction support services from West Yost are required to facilitate construction activities and promote timely and successful completion of the, and

WHEREAS, the scope of services for the Design Support During Construction (DSDC) agreement include: 1) Project Administration; 2) Construction Progress Meetings; 3) Respond to Requests for Information (RFIs); 4) Submittal Reviews; 5) Project Changes / Change Orders; 6) Commissioning and Start Up; and 7) Record Drawings, and

WHEREAS, therefore, City staff recommends approving an agreement with West Yost Associates, Inc. for Design Support During Construction for the Downstream Water System Improvements-Tier 1 North Tank 11 and Pump Station project,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with West Yost Associates, Inc. for Design Support During Construction for the Downstream Water System Improvements-Tier 1 North Tank 11 and Pump Station project in an amount not to exceed $233,055 for the identified scope of services, plus $23,306 for additional services (if needed), for a maximum total amount of $256,361.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of July, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-261

RESOLUTION AMENDING THE FISCAL YEAR 2015-2016 CAPITAL IMPROVEMENT PROGRAM BUDGET IN THE AMOUNT OF $431,317 TO BE TRANSFERRED INTO THE PROJECT FROM WATER FUND RESERVES IN ORDER TO FULLY FUND THE CONSTRUCTION, CONTINGENCY, CONSTRUCTION ADMINISTRATION, CITY CONSTRUCTION FORCES, AND DESIGN SUPPORT DURING CONSTRUCTION FOR THE DOWNSTREAM SYSTEM WATER IMPROVEMENTS-TIER 1 NORTH TANK 11 AND PUMP STATION PROJECT

WHEREAS, certain budgetary transactions are necessary in the amount of **$431,317**, in order to fund construction, contingency, construction administration, City construction forces, design support during construction, including engineering/design/administration support by City staff, for the Downstream Water System Water Improvements-Tier 1 North Tank 11 and Pump Station project, and

WHEREAS, the Fiscal Year 2015-2016 Capital Improvement Program Budget must be amended as shown in **Exhibit A**, which is incorporated by reference herein,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the amendment of the Fiscal Year 2015-2016 Capital Improvement Program Budget as shown in **Exhibit A**.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of July, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Exhibit A

Due to bid costs being higher than initially budgeted for the project, line item decrease/increases are necessary for CIP Account #100481 "DSI Tier 1 North Tank", and the total project costs need to be increased by $431,317. This would be done by adjusting Construction by <$518,050>, Construction Administration by $350,820, Contingency-CIP by $175,916, Engineering/Design/Administration by $419,131, and Land Acquisition by $3,500.

To fund the above account, $431,317 will be transferred from Water Fund Reserves into CIP Project 100481 for the Downstream Water System Improvements-Tier 1 North Tank 11 and Pump Station project.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-262

RESOLUTION APPROVING AN AMENDMENT TO THE CIRCULATION ELEMENT OF THE MODESTO URBAN AREA GENERAL PLAN TO REMOVE THE MINOR COLLECTOR STREET DESIGNATION FROM S. SANTA ROSA AVENUE, AND OREGON DRIVE WEST OF S. SANTA CRUZ AVENUE. (E&J GALLO WINERY)

WHEREAS, on October 14, 2008, the City Council of the City of Modesto certified the Final Master Environmental Impact Report ("Master EIR") (SCH No. 2007072023) for the Modesto Urban Area General Plan, and

WHEREAS, a new General Plan for the City of Modesto entitled "City of Modesto Urban Area General Plan", as recommended by the Modesto City Planning Commission, was adopted by the Council of the City of Modesto by Resolution No. 95-409 on August 15, 1995, and

WHEREAS, said General Plan has been amended by Modesto City Council Resolution Nos. 95-584, 96-20, 96-338, 96-639, 97-3, 97-137, 97-158, 98-293, 99-162, 99-564, 2000-303, 2000-633, 2001-47, 2001-476, 2002-154, 2002-526, 2003-101, 2003-122, 2004-233, 2005-70, 2007-066, 2007-599, 2008-142, 2008-583, 2009-419, 2011-253, 2011-254, 2011-435, 2012-430, 2014-17 and 2014-422, copies of which are on file in the office of the City Clerk, and

WHEREAS, on October 14, 2008, the City Council of the City of Modesto certified the Final Master Environmental Impact Report ("Master EIR") (SCH No. 2007072023) for the Modesto Urban Area General Plan that was amended by Modesto City Council Resolution No. 2008-583, and

WHEREAS, Government Code Section 65358 permits the amendment of General Plans by the legislative body, and

WHEREAS, the E&J Gallo Winery has applied for an amendment to the General Plan to remove the Minor Collector Street designation from S. Santa Rosa Avenue, and Oregon Drive west of S. Santa Cruz Avenue from the Circulation Element, and

WHEREAS, the Community & Economic Development Department has analyzed the proposed amendment compared to the adopted General Plan, and

WHEREAS, the City of Modesto prepared an Initial Study (Environmental Assessment C&ED/EA 2015-05) that evaluated the environmental impacts of the project, and based on the Initial Study conclusion that there would not be any significant impacts on the environment, a Negative Declaration has been prepared for the project, and

WHEREAS, on June 1, 2015, the Planning Commission held a duly noticed public hearing in the Tenth Street Place Chambers located at 1010 Tenth Street, Modesto, California, relating to this proposed amendment to the Modesto Urban Area General Plan to remove the Minor Collector Street designation from S. Santa Rosa Avenue, and Oregon Drive west of S. Santa Cruz Avenue from the Circulation Element, and

WHEREAS, after said public hearing, the Planning Commission adopted Resolution No. 2015-15, recommending to the City Council an amendment to the Modesto Urban Area General Plan to remove the Minor Collector Street designation from S. Santa Rosa Avenue, and Oregon Drive west of S. Santa Cruz Avenue from the Circulation Element, and

WHEREAS, said matter was set for a public hearing of the City Council to be held on July 14, 2015, in the Tenth Street Place Chambers located at 1010 Tenth Street, Modesto, California, at which date and time said duly noticed public hearing of the Council was held for the purpose of receiving public comment on the proposed

amendment to the Modesto Urban Area General Plan to remove the Minor Collector Street designation from S. Santa Rosa Avenue, and Oregon Drive west of S. Santa Cruz Avenue from the Circulation Element.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby finds and determines as follows:

1. The proposed amendment to the Circulation Element of the General Plan will reflect the current status of S. Santa Rosa Avenue south of Mono Drive, and Oregon Drive west of S. Santa Cruz Avenue, as these roadway segments have been previously abandoned and are in use as private drives within the E&J Gallo Winery campus.

2. The proposed General Plan Amendment would also reflect that S. Santa Rosa Avenue does not meet the criteria for a minor collector facility, as it primarily serves as a local street and an access street to the E&J Gallo Winery campus.

3. An Initial Study, Environmental Assessment No. EA/C&ED 2015-05, was prepared by the City of Modesto that analyzed the proposed project and determined that, on the basis of the whole record before it there is no substantial evidence that the project will have a significant effect on the environment, and that a Negative Declaration be adopted.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby adopts the proposed amendment to the Urban Area General Plan as described in **Exhibit "A", attached** hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that the General Plan Amendment action under this resolution does not include the abandonment of any public roads such as South Santa Rosa Avenue. The abandonment, if any, of public roads such as South Santa Rosa Avenue shall be addressed by the City under separate action.

BE IT FURTHER RESOLVED that the project applicant shall indemnify, defend, and hold harmless the City of Modesto, its agents, officers, and employees from any and

all claims, actions, or proceedings against the City of Modesto, its agents, officers, and employees to attack, set aside, void, or annul, any approval by the City of Modesto and its advisory agency, appeal board, or a legislative body concerning a general plan amendment for the Project and related files (File No.GPA-14-003 and ABD-14-002). The City of Modesto shall promptly notify the applicant of any claim, action, or proceeding and shall cooperate fully in the defense. If the City fails to do so, the applicant shall not thereafter be responsible to defend, indemnify, or hold City harmless.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that the Community and Economic Development Department Director is hereby authorized and directed to forward certified copies of this resolution and said amendment to the Urban Area General Plan to the Board of Supervisors, and file a Notice of Determination within five (5) business days with the Stanislaus County Clerk pursuant to Section 21152 of the Public Resources Code.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of July, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

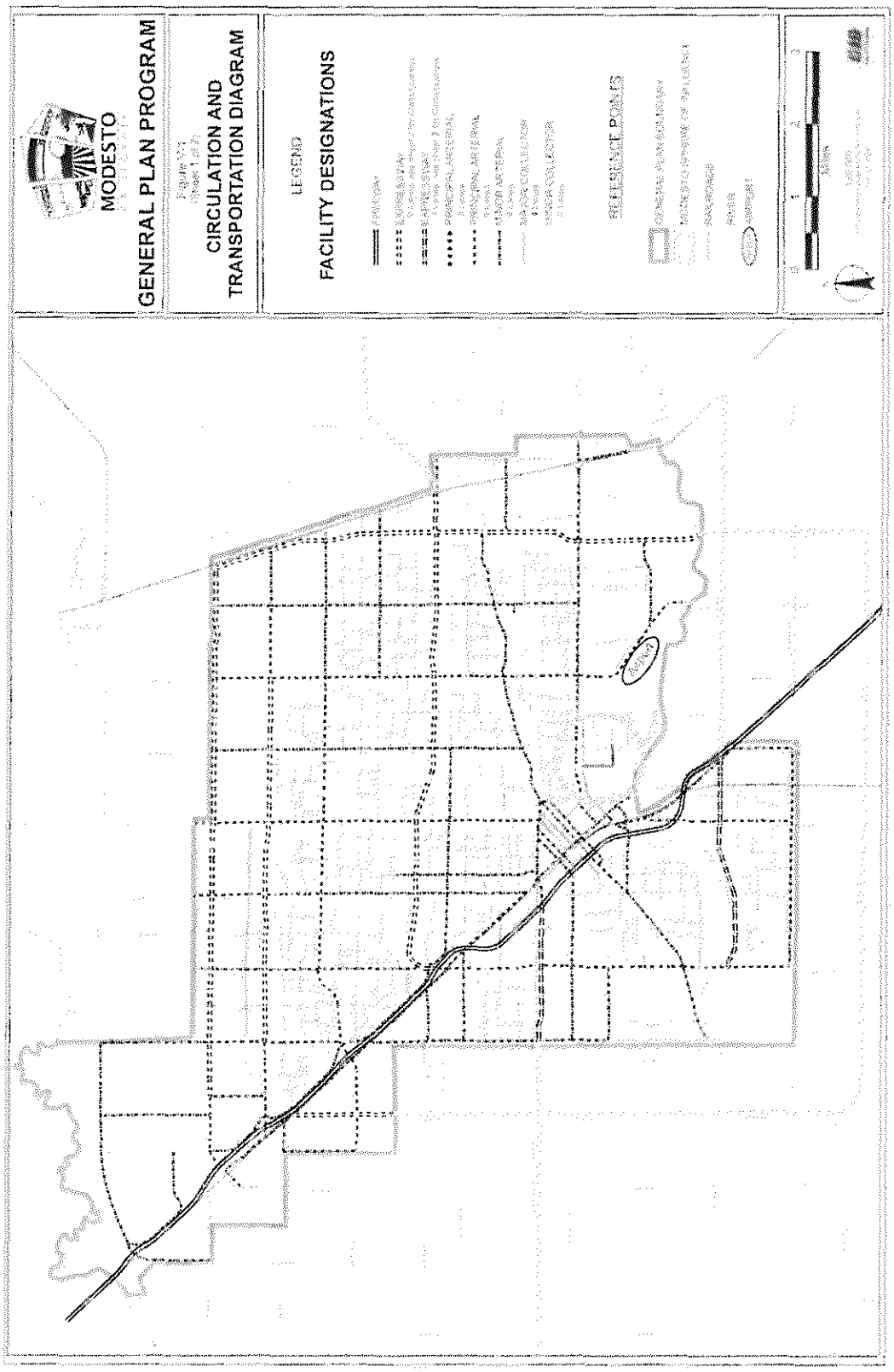
ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT A


MODESTO
GENERAL PLAN PROGRAM
CIRCULATION AND
TRANSPORTATION DIAGRAM
LEGEND
FACILITY DESIGNATIONS
SETTLEMENT POINTS

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-263

Print

A RESOLUTION ABANDONING AN 87.5-FOOT SEGMENT OF THE ALLEY LOCATED WITHIN BLOCK 3 OF THE DEL ESTE SUBDIVISION, LOCATED EAST OF S. SANTA ROSA AVENUE, AND RESERVING A PUBLIC UTILITY EASEMENT WITHIN THE SUBJECT ALLEY RIGHT-OF-WAY (E&J GALLO WINERY)

WHEREAS, a verified application by the E & J Gallo Winery requesting the full abandonment of Grand Street east of South Morton Boulevard was received by the City of Modesto on November 4, 2014, a copy of which is **attached** hereto as **Exhibit A**, and incorporated herein by reference, and

WHEREAS, California Streets and Highways Code Section 8320 et seq. prescribes the procedures to vacate public right-of-way, and

WHEREAS, a title report was submitted with the vacation request which discloses that fee title of the alley right-of-way is vested in the adjacent property owner, being E & J Gallo Winery, the proponent of the vacation, and

WHEREAS, the proposed vacation has been reviewed by affected City departments and local utility companies, and no objection to the proposed vacation has been received, and

WHEREAS, Government Code Section 65402(a) requires that prior to vacating a public right-of-way, the Planning Commission shall make a determination as to whether the vacation is consistent with the General Plan, and

WHEREAS, a hearing was held by the Planning Commission on June 1, 2015, in the Tenth Street Chambers, located at 1010 Tenth Street, Modesto, California, at which hearing evidence both oral and documentary was received and considered regarding

whether the proposed vacation conforms to the City's Urban Area General Plan and is appropriate, and

WHEREAS, by Planning Commission Resolution No. 2015-16, the Planning Commission rendered a report finding that the proposed vacation is in conformance with the Modesto Urban Area General Plan and is appropriate, and

WHEREAS, a duly noticed public hearing was held by the Council of the City of Modesto on Tuesday, July 14, 2015, at 5:30 p.m., in the Tenth Street Place Chambers located at 1010 Tenth Street, Modesto, California, and

WHEREAS, notices no more than 300 feet apart were posted along the line of the proposed right-of-way to be vacated for two successive weeks prior to the hearing, and notice was published in the Modesto Bee for two successive weeks prior to the hearing, per California Streets & Highways Code Sections 8323 and 8322, respectively, and,

WHEREAS, all things and acts necessary to be done as required by California Streets and Highways Code Sections 8300 through 8363: Public Streets, Highways and Service Easements Vacation Law, in order to vacate the subject right-of-way have been done and accomplished,

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Modesto finds and determines as follows:

1. The alley to be abandoned is not necessary to serve present or future traffic needs in the area.
2. The alley vacation will provide for the development of a new parking area for the E&J Gallo Winery.
3. The alley vacation is not inconsistent with the General Plan as there is no policy or requirement for alleys in the General Plan.
4. An Initial Study, Environmental Assessment No. EA/C&ED 2015-05, was prepared by the City of Modesto that analyzed the proposed project and determined that, on the basis of the whole record before it there is no

substantial evidence that the project will have a significant effect on the environment, and that a Negative Declaration be adopted.

BE IT FURTHER RESOLVED that the Council hereby orders and declares the vacation of the alley located within Block 3 of the Del Este Subdivision located east of S. Santa Rosa Avenue as described in **Exhibit** "A" and depicted in **Exhibit** "B" **attached** hereto, and by this reference made a part hereof as though set forth in full herein.

BE IT FURTHER RESOLVED that the Council hereby approves the reservation of a public utility easement within the full 20-foot width of the alley at minimum as described in **Exhibit** "C" and depicted in **Exhibit** "D", **attached** hereto, and by this reference made a part hereof as though set forth in full herein.

BE IT FURTHER RESOLVED that the project applicant shall indemnify, defend, and hold harmless the City of Modesto, its agents, officers, and employees from any and all claims, actions, or proceedings against the City of Modesto, its agents, officers, and employees to attack, set aside, void, or annul, any approval by the City of Modesto and its advisory agency, appeal board, or a legislative body concerning an alley abandonment (File No. ABD-14-002), and related files. The City of Modesto shall promptly notify the applicant of any claim, action, or proceeding and shall cooperate fully in the defense. If the City fails to do so, the applicant shall not thereafter be responsible to defend, indemnify, or hold City harmless.

BE IT FURTHER RESOLVED that the City Clerk shall hold this resolution until all conditions specified herein have been fully satisfied to the satisfaction of the City Engineer or City's Community and Economic Director and not less than five (5) working days after said conditions have been fully satisfied, the City Clerk shall cause a certified

copy of this resolution, attested under seal of the City, to be recorded in the Office of the Recorder of the County of Stanislaus.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of July, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

APPROVED AS TO LEGAL DESCRIPTION

By _____
Community & Economic Development Department
Planning Division

Exhibit "A"

EXHIBIT A

LEGAL DESCRIPTION
FOR RIGHT-OF-WAY (ALLEY) VACATION

All that portion of that certain 20-foot wide alley in Block 3 of the Map of Del Este Subdivision, filed in Volume 8 of Maps, at Page 12, Stanislaus County Records and dedicated to the public thereon, lying north of the existing city limits as shown on the Santa Rosa Addition, City of Modesto Ordinance 69-636, filed July 25, 1969 as Instrument 25295, and south of the westerly extension of the north line of the south half of Lot 2 in Block 3 of said Map of Del Este Subdivision, also being the south 87.50 feet, more or less, of said alley lying within the City of Modesto corporate limits.

Containing 1750 square feet, more or less.

Exhibit "B"

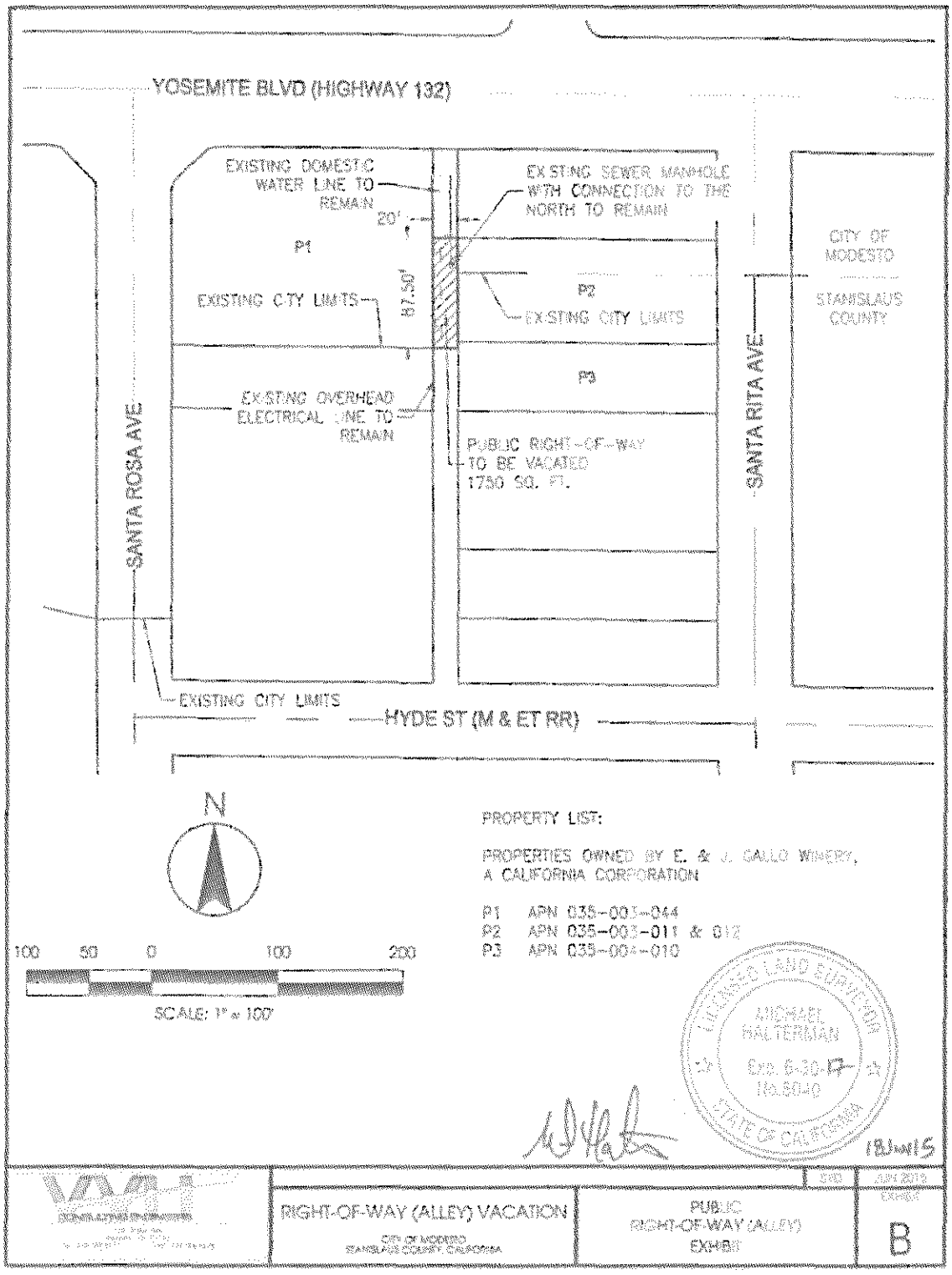

YOSEMITE BLVD (HIGHWAY 132)
EXISTING DOMESTIC WATER LINE TO REMAIN
20'
EXISTING SEWER MANHOLE WITH CONNECTION TO THE NORTH TO REMAIN
P1
P2
P3
EXISTING CITY LIMITS
EXISTING CITY LIMITS
EXISTING OVERHEAD ELECTRICAL LINE TO REMAIN
PUBLIC RIGHT-OF-WAY TO BE VACATED 1730 SQ. FT.
SANTA ROSA AVE
SANTA RITA AVE
CITY OF MODESTO
STANISLAUS COUNTY
EXISTING CITY LIMITS
HYDE ST (M & ET RR)
N
100 50 0 100 200
SCALE: 1" = 100'
PROPERTY LIST:
PROPERTIES OWNED BY E. & J. GALLO WINERY, A CALIFORNIA CORPORATION
P1 APN 035-003-044
P2 APN 035-003-011 & 012
P3 APN 035-004-010
LICENSED LAND SURVEYOR
MICHAEL HALTERMAN
EXP. 6-30-17
No. 8040
STATE OF CALIFORNIA
RIGHT-OF-WAY (ALLEY) VACATION
CITY OF MODESTO
STANISLAUS COUNTY, CALIFORNIA
PUBLIC RIGHT-OF-WAY (ALLEY) EXHIBIT
B

Exhibit "C"

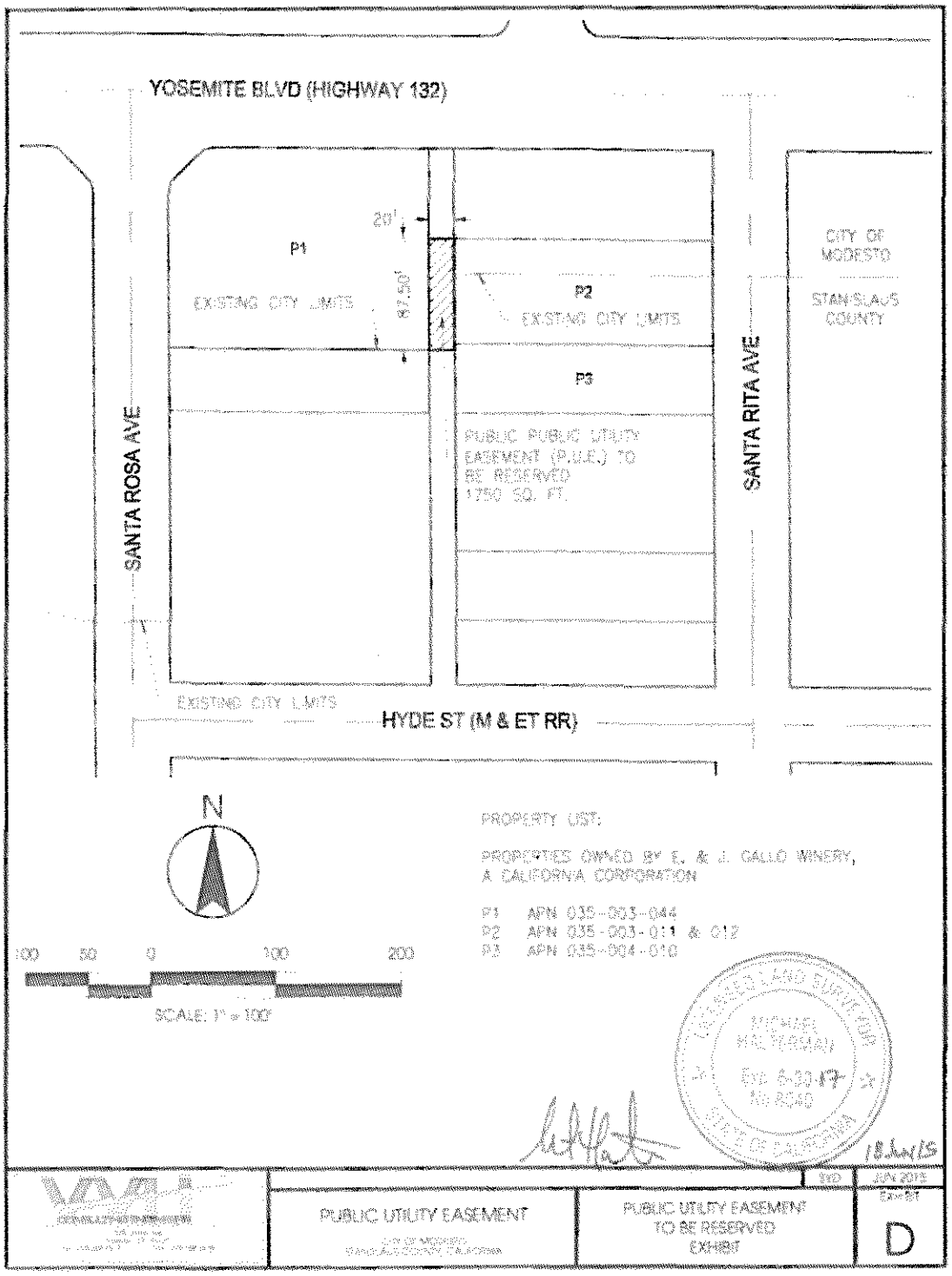
EXHIBIT C

LEGAL DESCRIPTION
FOR PUBLIC UTILITY EASEMENT (PUE) TO BE RESERVED

All that portion of that certain 20-foot wide alley in Block 3 of the Map of Del Este Subdivision, filed in Volume 8 of Maps, at Page 12, Stanislaus County Records and dedicated to the public thereon, lying north of the existing city limits as shown on the Santa Rosa Addition, City of Modesto Ordinance 69-636, filed July 25, 1969 as Instrument 25295, and south of the westerly extension of the north line of the south half of Lot 2 in Block 3 of said Map of Del Este Subdivision, also being the south 87.50 feet, more or less, of said alley lying within the City of Modesto corporate limits.

Containing 1750 square feet, more or less.

Exhibit "D"


YOSEMITE BLVD (HIGHWAY 132)
20'
P1
EXISTING CITY LIMITS
87.50'
P2
EXISTING CITY LIMITS
P3
PUBLIC PUBLIC UTILITY EASEMENT (P.U.E.) TO BE RESERVED 1750 SQ. FT.
CITY OF MODESTO
STANISLAUS COUNTY
SANTA ROSA AVE
SANTA RITA AVE
EXISTING CITY LIMITS
HYDE ST (M & ET RR)
N
100 50 0 100 200
SCALE: 1" = 100'
PROPERTY LIST:
PROPERTIES OWNED BY E. & J. GALLO WINERY, A CALIFORNIA CORPORATION
P1 APN 035-003-044
P2 APN 035-003-011 & 012
P3 APN 035-004-010
LICENSED LAND SURVEYOR
MICHAEL HALTERMAN
Exp. 6-30-17
No. 8040
STATE OF CALIFORNIA
18 Jun 15
PUBLIC UTILITY EASEMENT
PUBLIC UTILITY EASEMENT TO BE RESERVED EXHIBIT
JUN 2015
EXHIBIT
D

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-264

A RESOLUTION ADOPTING A NEGATIVE DECLARATION FOR A GENERAL PLAN AMENDMENT TO REMOVE THE MINOR COLLECTOR STREET DESIGNATION OF S. SANTA ROSA AVENUE, AND OREGON DRIVE WEST OF S. SANTA CRUZ AVENUE FROM THE CIRCULATION ELEMENT, AND THE ABANDONMENT OF AN 87.5-FOOT SEGMENT OF THE ALLEY IN BLOCK 3 OF THE DEL ESTE SUBDIVISION, EAST OF S. SANTA ROSA AVENUE. (E&J GALLO WINERY)

WHEREAS, the E&J Gallo Winery has applied for a General Plan Amendment to remove the Minor Collector Street designation from S. Santa Rosa Avenue, and Oregon Drive west of S. Santa Cruz Avenue from the Circulation Element, and

WHEREAS, the applicant has also applied for the abandonment of an 87.5-foot segment of the alley located in Block 3 of the Del Este Subdivision, east of S. Santa Rosa Avenue, and

WHEREAS, Section 15070 of the CEQA Guidelines relating to Initial Study/ Negative Declaration provides for a lead agency to prepare an Initial Study on any proposed project to analyze whether the project may cause any significant effect on the environment, and

WHEREAS, the City of Modesto Department of Community and Economic Development has prepared an Initial Study/ Negative Declaration (EA/C&ED No. 2015-05) as provided for by CEQA, and

WHEREAS, a 20-day public review period for the proposed Initial Study/ Negative Declaration began on March 27, 2015, and ended on April 15, 2015, and

WHEREAS, the City received a public comment on the draft Initial Study/ Negative Declaration that warranted minor amendments to the document, of which did

not affect the Initial Study's conclusion that there would not be any significant impacts on the environment, and

WHEREAS, said matter was considered by the City Council at a duly noticed public hearing which was held on July 14, 2015, at 5:30 p.m., in the Tenth Street Place Chambers located at 1010 Tenth Street, Modesto, California,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Council has reviewed and considered the Initial Study, Environmental Assessment No. EA/C&ED 2015-05, a copy of which is **attached** hereto as **Exhibit** "A", and incorporated herein by reference, and based on the substantial evidence included in said Initial Study makes the following findings:

1. The Initial Study/Negative Declaration prepared for the proposed project shows there is no substantial evidence, in light of the whole record before the City, that the project may have significant environmental effects;
2. The Initial Study/Negative Declaration reflects the independent judgment of the lead agency;
3. The Initial Study, Environmental Assessment No. EA/C&ED 2015-05, provides the substantial evidence to support findings 1-2, noted above.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that the Community & Economic Development Director is hereby authorized and directed to file a notice of approval or determination within five (5) business days with the Stanislaus County Clerk pursuant to Section 21152 of the Public Resources Code.

The foregoing resolution was adopted at a regular meeting of the Council of the City of Modesto held on the 14th day of July, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT A

Initial Study

EA/C&ED No. 2015-05

Negative Declaration
C&ED/EA No. 2015-05

for ABD-14-002/GPA-14-003
General Plan Amendment to Remove the "Minor Collector Street" Designation of S. Santa Rosa Avenue and Oregon Drive from the Circulation Element
With Concurrent Abandonment of 87.5 feet of Alley Right-of-Way East of South Santa Rosa Avenue

Prepared for:

City of Modesto
P.O. Box 642
Modesto, CA 95353

Contact: Katharine Martin, Associate Planner
209/577-5465

Prepared by:

City of Modesto
Community & Economic Development Department
209/577-5267

March 16, 2015

CEQA Environmental Checklist

PROJECT DESCRIPTION AND BACKGROUND

Project Title: ABD-14-001/GPA-14-003
General Plan Amendment to Remove the Minor Collector Street Designation of S. Santa Rosa Avenue and Oregon Drive from the Circulation Element, with Concurrent Abandonment of an Alley East of S. Santa Rosa Avenue

Lead agency name and address:
City of Modesto
1010 Tenth Street, Suite 3300
Modesto, CA 95354

Contact person and phone number:
Katharine Martin, Associate Planner
209-577-5465

Project Location:
S. Santa Rosa Avenue, south of Yosemite Boulevard/CA-132; and Oregon Drive, west of S. Santa Cruz Avenue; Modesto, Stanislaus County, CA.

Project applicant's name and address:
E&J Gallo Winery, 600 Yosemite Boulevard, Modesto, CA 95354

General plan description:
Industrial (I), Commercial (C) and Residential (R)

Zoning:
Light Industrial (M-1) and General Commercial (C-2)

Description of project:
Amendment of the Circulation Element of the City of Modesto Urban Area General Plan to remove the designation of Minor Collector Street from S. Santa Rosa Avenue and Oregon Drive. Streets proposed to be removed from the Circulation Element are shown on Map A, below.

Included with this project is a proposal to abandon an 87.5-foot portion of the alley directly east of S. Santa Rosa Avenue, as shown on Map B, below. The alley would be kept in its current configuration to be used as a drive aisle for a new winery-owned parking lot. Existing underground and overhead utilities will be protected by utility easements.

The proposed project is located at an existing winery within the Baseline Developed Area as described in the 2008 Urban Area General Plan. This Negative Declaration references and uses information from the 2008 Urban Area General Plan MEIR (SCH#2007072023).

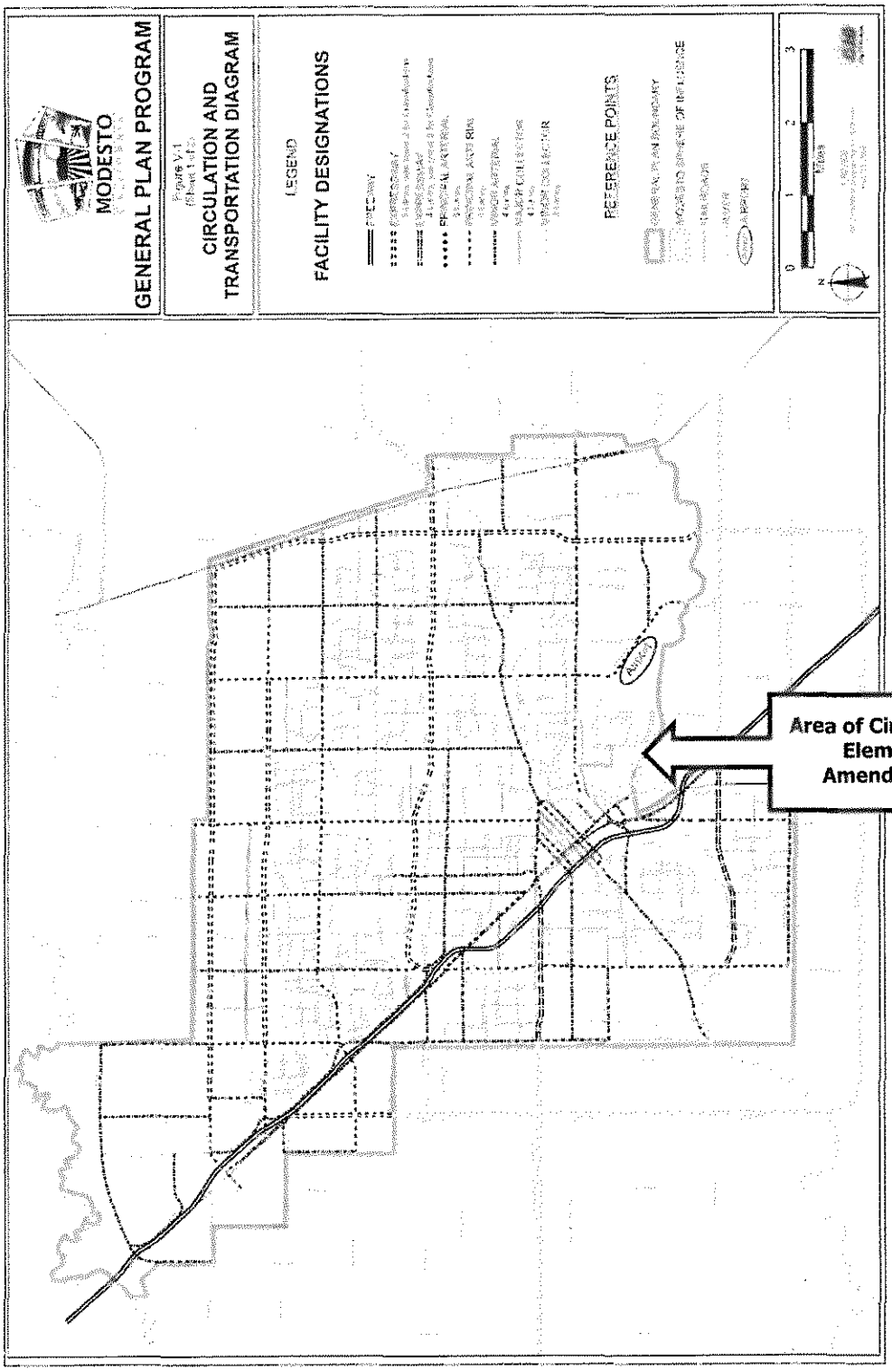
Surrounding land uses and setting:
The area is industrial in use by the operations facilities, administrative buildings and parking areas of the E&J Gallo Winery. The winery's parking areas, production facilities and administrative support buildings lie on each side of the streets proposed to be removed from the Circulation Element.

S. Santa Rosa begins at Yosemite Boulevard/CA-132 at a signalized "T" intersection, and terminates at Mono Drive, approximately 950-feet to the south. A 1,600-foot segment of S. Santa Rosa Avenue, south of Mono Drive, was abandoned in 1989, and the roadway ends within the winery's facility. The segment of Oregon Drive to be removed from the Circulation Element, west of S. Santa Cruz Avenue as shown on the Circulation Element, was also abandoned in 1989, and is used as a private drive to winery operations buildings and parking areas. (See Stanislaus County Assessor's Map, below)

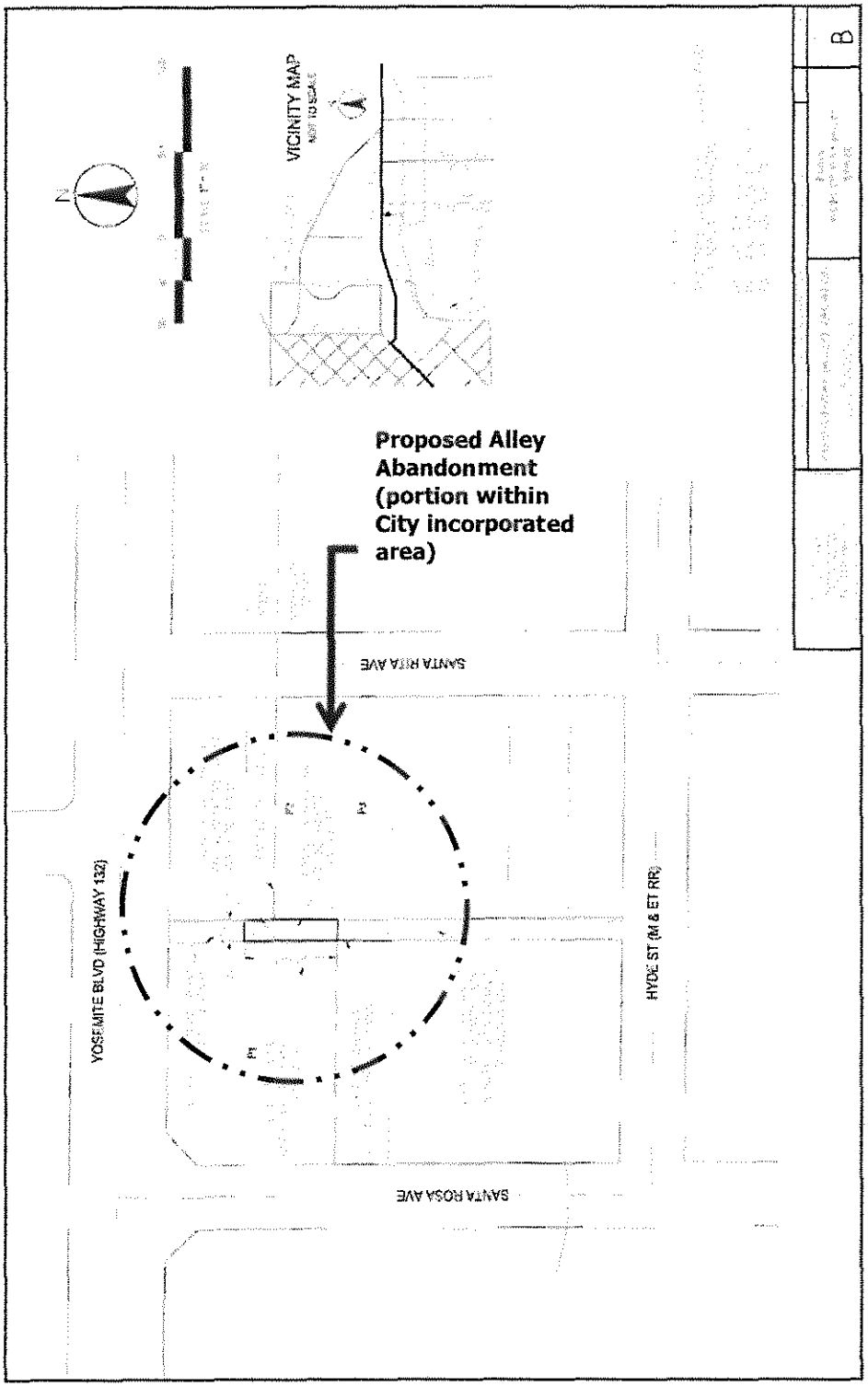
Commercial uses lie north and west of the alley segment to be abandoned. The area east and south of the alley segment is county unincorporated area zoned for industrial uses, with a winery operations building and properties under winery ownership slated for future parking needs.

Other public agencies whose approval is required (e.g. permits, financial approval, or participation agreements)**:**
None.

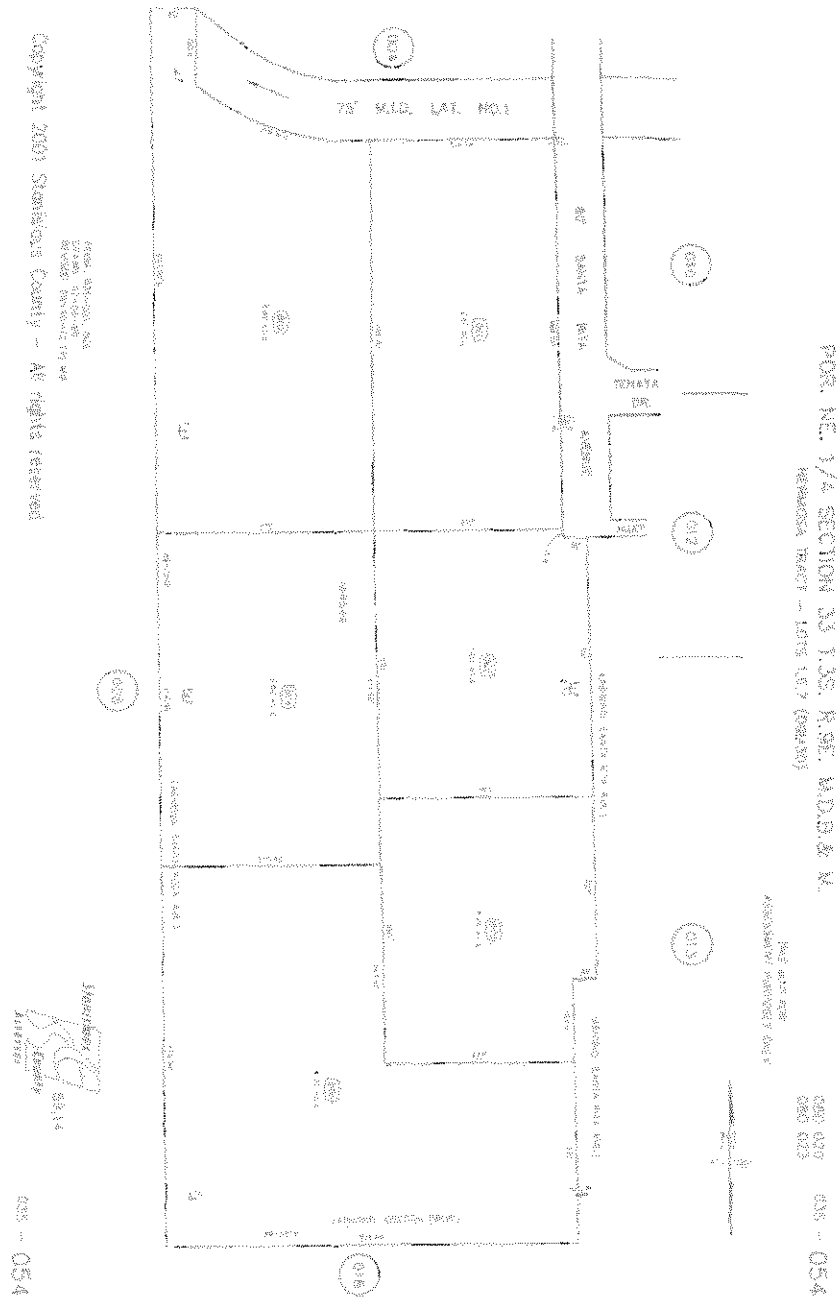
Map A


MODESTO
GENERAL PLAN PROGRAM
CIRCULATION AND TRANSPORTATION DIAGRAM
LEGEND
FACILITY DESIGNATIONS
REFERENCE POINTS
Area of Circulation Element Amendment

Map B


VICINITY MAP
Proposed Alley Abandonment (portion within City incorporated area)
SANTA RITA AVE
SANTA ROSA AVE
YOSEMITE BLVD (HIGHWAY 132)
HYDE ST (M & ET RR)
B

County Assessor Map



ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project. Please see the checklist beginning on page 3 for additional information.

☐	Aesthetics	☐	Agriculture and Forestry	☐	Air Quality
☐	Biological Resources	☐	Cultural Resources	☐	Geology/Soils
☐	Greenhouse Gas Emissions	☐	Hazards and Hazardous Materials	☐	Hydrology/Water Quality
☒	Land Use/Planning	☐	Mineral Resources	☐	Noise
☐	Population/Housing	☐	Public Services	☐	Recreation
☒	Transportation/Traffic	☒	Utilities/Service Systems	☐	Mandatory Findings of Significance

DETERMINATION:

On the basis of this initial evaluation:

☒	I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
☐	I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
☐	I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
☐	I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
☐	I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature: _____ **Date:** _____

Printed Name: _____

This checklist identifies physical, biological, social and economic factors that might be affected by the proposed project. In many cases, background studies performed in connection with the projects indicate no impacts. A NO IMPACT answer in the last column reflects this determination. Where there is a need for clarifying discussion, the discussion is included either following the applicable section of the checklist or is within the body of the environmental document itself. The words "significant" and "significance" used throughout the following checklist are related to CEQA, not NEPA, impacts. The questions in this form are intended to encourage the thoughtful assessment of impacts and do not represent thresholds of significance.

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
I. AESTHETICS: Would the project:				
a) Have a substantial adverse effect on a scenic vista	☐	☐	☐	☒
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway	☐	☐	☐	☒
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	☐	☐	☐	☒
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☐	☒

Discussion

a) The project would have no effect on any scenic vistas, or restrict access to any scenic vistas, as the subject roadways terminate within the winery's facility and do not provide access to parks or vista areas.

b) The project would not damage scenic resources, or degrade the existing visual character or quality of the site.

c) The project would not create a new source of light or glare that would adversely affect day or nighttime views in the area.

Resource

See pages V-19-1 to V-19-9 in the 2008 Modesto Urban Area General Plan Master EIR (MEIR).

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact

II. AGRICULTURE AND FOREST RESOURCES:
In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and the forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

Discussion

a) As of data available from the California Department of Conservation in March of 2015, project area is categorized by the FMMP as Urban and Built-up Land, and therefore would not threaten to convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance.

b) The area is not zoned for agricultural use, and no property adjacent to the site carries a Williamson Act contract.

c) The existing zoning of the area is General Commercial and Industrial. No timberland or forest zoning has been applied to the area and therefore would not be affected by the project.

d) The area is urbanized and therefore would not result in the loss or conversion of forest land.

e) The area surrounding the site is urbanized, and the project would not cause changes to the environment that would lead to the loss or conversion of farmland and/or forest land.

Resource

See pages V-4-1 to V-4-13 in the MIER.

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
III. AIR QUALITY: Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☐	☐	☒
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non- attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	☐	☐	☐	☒
d) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	☒
e) Create objectionable odors affecting a substantial number of people?	☐	☐	☐	☒

Discussion

a) The proposed amendment to the Circulation Element and associated alley abandonment would not conflict with or obstruct implementation of an applicable air quality plan.

b) The project was referred to the San Joaquin Valley Air Pollution District (SJAPC), who indicated no concerns.

c-e) The current use of the subject streets are primarily by winery employee and operations traffic. One street, Oregon Drive, is already abandoned and is used exclusively by winery traffic. The removal of the two streets from the Circulation Element would not result in an increase of pollution, expose sensitive receptors to pollutant concentrations, or create objectionable odors.

Resource

See pages V-2-1 to V-2-29 in the MEIR.

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
IV. BIOLOGICAL RESOURCES: Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	☐	☐	☐	☒
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

Discussion

a) The project site is not a biologically sensitive site as defined by Figures V-7-1 of the MEIR. The California Department of Fish and Game and the U.S. Fish and Wildlife Service were consulted in the production of the MEIR.

b-c) The proposal would not effect on any riparian areas, wetland, marsh, or vernal pool.

d) The proposal would not interfere with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.

e) The proposal would not conflict with local biological preservation regulations or ordinances.

f) The proposal would not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.

Resource

See pages V-7-1 to V-7-31 in the MEIR.

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
V. CULTURAL RESOURCES: Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☐	☐	☒
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☒

d) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☐	☒

Discussion

a) The project is consistent with the historical resource policies in the General Plan.
b) The project is consistent with the archeological resource policies in the General Plan. The project was referred to the Native American Tribes for consultation and no concern was provided.
c) The proposed project would not impact unique paleontological resource or site or unique geologic feature.
d) The proposed project would not disturb and human remains.

Resource

See pages V-8-1 to V-8-25 in the MEIR.

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
VI. GEOLOGY AND SOILS: Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:	☐	☐	☐	☒
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42?	☐	☐	☐	☒
ii) Strong seismic ground shaking?	☐	☐	☐	☒
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒
iv) Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☒
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☐	☒

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	☐	☒
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☐	☒

Discussion

a) The proposed amendment to the Circulation Element and associated alley abandonment would not cause adverse effects on the area geology and soils, nor expose people or structures to seismic hazards, ground hazards such as landslides or liquefaction.

b-e) The proposed Circulation Element amendment and associated alley abandonment are proposed to facilitate the future private use of existing roadways. The proposal would not be located on unstable or expansive soils, nor would cause erosion or soil loss. The project does not propose development that would require septic systems or other wastewater disposal systems.

Resource

See pages V-17-1 to V-17-16 in the MEIR

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
VII. GREENHOUSE GAS EMISSIONS: Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☐	☒
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☐	☒

Discussion

a) The MEIR addressed potential climate change impacts due to development and other activities associated with the Urban Area General Plan (UAGP). The MEIR determined that build-out of the UAGP would make a cumulatively considerable contribution to global climate change. The UAGP nonetheless authorizes development that will contribute to global climate change by virtue of the production of greenhouse gases. The MEIR states the projected rate of growth of vehicle miles traveled (VMT) will increase the City's contribution to global climate change as the City develops. Development under the UAGP is expected to generate approximately 1,096,226.4 metric tons per year above 2005 emissions. The City Council adopted a Statement of Overriding Considerations in 2008, finding that the benefits of the UAGP outweighed the City's increased contribution to global climate change.

b) The project would not conflict with a plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gasses.

Resource

See pages V-21-1 to V-21-17 in the MEIR

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
VIII. HAZARDS AND HAZARDOUS MATERIALS: Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☐	☒
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☐	☒
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☐	☒

Discussion

a) The proposed amendment to the Circulation Element and associated alley abandonment would not cause a hazard to the public with regards to the transport, use or disposal of hazardous materials.

b) The proposal would not create a hazard to the public through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.

c) The proposal would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.

d) The two streets are not located on a list of hazardous materials sites.

e-f) The proposal would not result in an aviation safety hazard for people residing or working in the project area.

g) The proposal would not interfere with emergency services. The project was referred to the City of Modesto Police and Fire Departments, who indicated no concerns.

h) No wildland is within the vicinity of the project area.

Resource

See pages V-21-1 to V-21-19 in the MEIR

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
IX. HYDROLOGY AND WATER QUALITY: Would the project:				
a) Violate any water quality standards or waste discharge requirements?	☐	☐	☐	☒
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	☐	☐	☐	☒
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	☐	☐	☐	☒
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	☐	☐	☐	☒
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☐	☒
f) Otherwise substantially degrade water quality?	☐	☐	☐	☒
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☐	☒
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	☐	☐	☐	☒
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	☐	☐	☐	☒
j) Inundation by seiche, tsunami, or mudflow	☐	☐	☐	☒

Discussion

a-f) The proposed amendment to the Circulation Element and associated alley abandonment would not violate any water quality standards or waste discharge requirements, deplete groundwater reserves, alter the drainage pattern of the area, nor otherwise degrade water quality.

g) The proposal does not involve development of new housing.

h-j) The proposal would not place structures within a 100-year flood hazard area, place people or structures at significant risk due to flooding by failure of a levee or dam, or expose people or structures to hazards from seiches, tsunamis or mudflow.

Resource

See pages V-9-1 to V-9-13 and V-10-1 to V-10-15 in the MEIR

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
X. LAND USE AND PLANNING: Would the project:				
a) Physically divide an established community?	☐	☐	☒	☐
b)Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	☐	☐	☐	☒

Discussion

a) The proposal to amend the Circulation Element would reduce S. Santa Rosa north of Mono Drive to a local street, and reflect the current status of S. Santa Rosa Avenue south of Mono Drive and Oregon Drive west of S. Santa Cruz Avenue.

b) The project would not conflict with the land use plans, policies and regulations of the City of Modesto designed to mitigate environmental impacts.

c) The project does not conflict with applicable habitat conservation plans or natural community conservation plans.

Resource

See pages V-20-1 to V-20-21 in the MEIR

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
XI. MINERAL RESOURCES: Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

Discussion

a-b) The proposed amendment to the Circulation Element and associated alley abandonment would not result in the loss of a mineral resource of value to the state or local area. The site is in an urbanized area with no known mineral resources.

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
XII. NOISE: Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☐	☒
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☐	☒
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☐	☒
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

Discussion

a-d) The proposed amendment to the Circulation Element and associated alley abandonment would not cause excessive exposure to noise, groundborne vibrations, or an increase in ambient noise levels beyond what already exists at the winery facility.

a) The Modesto County Airport would not expose the project site to excessive noise levels.
b) The project is not within the vicinity of a private airstrip.

Resource

See pages V-3-1 to V-3-23 in the MEIR

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
XIII. POPULATION AND HOUSING: Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Discussion

a-c) The proposed amendment to the Circulation Element and associated alley abandonment would not induce substantial population growth in the area, or displace substantial numbers of housing or people.

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
XIV. PUBLIC SERVICES:				
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:	☐	☐	☐	☒
Fire protection?	☐	☐	☐	☒
Police protection?	☐	☐	☐	☒

Schools?	☐	☐	☐	☒
Parks?	☐	☐	☐	☒
Other public facilities?	☐	☐	☐	☒

Discussion

a) The proposed amendment to the Circulation Element and associated alley abandonment would not cause an impact to the response times of police or fire services, impact school services, or impact access to parks. The project was referred to Modesto City Police and Fire Departments, and the Modesto City School District, who indicated no concerns.

Resource

See pages V-11-1 to V-11-12, V-12-1 to V-12-11, V-13-1 to V-13-8, and V-14-1 to V-14-11 in the MEIR

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
XV. RECREATION:				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

Discussion

a-b) The proposed amendment to the Circulation Element and associated alley abandonment would not impact recreational facilities.

Resource

See pages V-11-1 to V-11-12 in the MEIR

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
XVI. TRANSPORTATION/TRAFFIC: Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	☐	☐	☐	☒
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	☐	☐	☐	☒
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	☐	☐	☐	☒
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
e) Result in inadequate emergency access?	☐	☐	☒	☐
f) Conflict with adopted policies, plans or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	☐	☐	☐	☒

Discussion

a) The proposal is to amend the City's General Plan to remove the Minor Collector street designation of two streets from the Circulation Element. Oregon Drive, west of S. Santa Cruz Avenue, and a portion of S. Santa Rosa Avenue, south of Mono Drive, were previously abandoned by Stanislaus County and are used exclusively by Gallo winery for employee and operations traffic. The proposed amendment to the Circulation Element would not create a conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, as the amendment is intended to reflect that S. Santa Rosa Avenue and Oregon Drive are not being utilized as collector streets for the larger neighborhood. Additionally, the proposed alley abandonment is intended to allow for the existing alleyway to be used as a drive aisle for a new winery parking lot.

b) The project would not cause a conflict with a traffic congestion program. The project was referred to the City's Traffic Engineering Division as well as Transportation Engineering and Design, and they indicated no concerns.

c) The project would not result in a change in air traffic patterns.

d) The project would not create a hazard due to a design feature.

e) The Fire Department reviewed the project and did not identify any problems with emergency access.

f) The City's Non-Motorized Transportation Plan (NMTP), adopted in 2007 and incorporated into the UAGP, does not identify the two streets as existing bicycle routes. However, the NMTP recommended S. Santa Rosa Avenue and Oregon Drive for proposed Class III bikeways (on-street routes identified by "Bicycle Route" signs). The purpose of the recommendation was to serve the Gallo Winery campus, but since the southerly half of S. Santa Rosa Avenue and Oregon Drive are already abandoned, public bicycle facilities along those alignments would not be available. Bike lanes recommended by the NMTP for Mono Drive, Tenaya Drive, and S. Santa Cruz Avenue would not be affected by the proposed amendment to the Circulation Element, remaining as options for service to the Gallo campus and nearby parks.

The proposal would not conflict with any adopted policies or plans regarding public transit. The project was referred to the City's Transit Department, who indicated no concerns.

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
XVII. UTILITIES AND SERVICE SYSTEMS: Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	☐	☐	☐	☒
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☒
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☒
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	☐	☐	☐	☒
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☐	☒
g) Comply with federal, state, and local statutes and regulations related to solid waste?	☐	☐	☐	☒

Discussion

a-b) The proposed amendment to the Circulation Element and associated alley abandonment would not impact wastewater treatment requirements, or result in need for new water or wastewater facilities.

a) The project would not result in need for new storm water drainage facilities that would cause significant environmental effects.

b) The project would not need expanded water entitlements, or require additional wastewater capacity. The project was referred to the City's Land Development Engineering Division, who indicated no concerns.

c) The project would have no effect on landfill capacity and would comply with statutes related to solid waste.

Resource

See pages V-5-1 to V-5-16, V-6-1 to V-6-12, V-9-1 to V-9-12, and V-15-1 to V-15-10 in the MEIR

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
XVIII. MANDATORY FINDINGS OF SIGNIFICANCE				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☐	☒
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☒	☐
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

Discussion

a) As discussed in Section IV Biological Resources, the project would not impact any wildlife habitat.
b) The project would not result in any significant cumulative impact beyond those identified in the MEIR.
c) This document identifies that the project would have some environmental impact, but because the proposal is an amendment to the Circulation Element to reflect the current status of portions of S. Santa Rosa Avenue and Oregon Drive which have been abandoned, as well as facilitate the future abandonment of the remainder of S. Santa Rosa Avenue for the private use of an existing winery facility, the impacts are less than significant.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-265

RESOLUTION APPROVING A FIRST AMENDMENT TO THE WORKERS' COMPENSATION CLAIMS MANAGEMENT AGREEMENT WITH YORK RISK SERVICES TO CONTINUE PROVIDING CLAIMS MANAGEMENT TO THE CITY THROUGH JUNE 30, 2016 AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE SAID FIRST AMENDMENT TO THE WORKERS' COMPENSATION CLAIMS MANAGEMENT AGREEMENT

WHEREAS, the City of Modesto first entered into an agreement with York Risk Services Group, Inc., to provide workers' compensation claims management services to the City on June 22, 2010, and

WHEREAS, York Risk Services has established an excellent working relationship with the City of Modesto to deliver excellent service, and

WHEREAS, the current agreement with York Risk Services Group, Inc. is set to expire on September 30, 2015,

WHEREAS, The City wishes to extend the agreement with York Risk Services Group Inc., until June 30, 2016 to allow new management staff ample opportunity to participate in a robust and thorough request for proposal process for ongoing workers' compensation claims management services, and

WHEREAS, The City has drafted a First Amendment to the Workers' Compensation Claims Management Agreement

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the First Amendment to the Workers' Compensation Claims Management Agreement with York Risk Services Group Inc., extending the agreement through June 30, 2016, as provided in **Exhibit** A **attached** hereto and incorporated herein, and

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute said First Amendment to the Workers' Compensation Claims Management Agreement.

The foregoing resolution was introduced in a regular meeting of the Council of the City of Modesto held on the 5th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

FIRST AMENDMENT TO THE WORKERS COMPENSATION CLAIMS ADMINISTRATION SERVICES AGREEMENT

(Dated of September 1, 2010)

This First Amendment to that certain Workers Compensation Agreement dated as of September 1, 2010 and all amendments and exhibits collectively (the "Agreement") by and between CITY OF MODESTO ("CITY") and YORK RISK SERVICES GROUP, INC ("YORK");

WITNESSETH

Whereas:

The parties wish to extend the term of their Agreement as reflected below; and

NOW THEREFORE

The parties hereby agree as follows:

1. Section 3 entitled "Term of Contract" shall reflect the following:

"The term of this Agreement shall reflect an extension from September 1, 2015 and shall continue through June 30, 2016.

2. Except as noted above, the Agreement shall remain unchanged.

In witness whereof, the parties have executed this amendment as dated below and with an agreement effective date of September 1, 2015.

CITY OF MODESTO	YORK RISK SERVICES GROUP, INC.
By:_____	By:_____
Printed Name:_____	Jody A. Gray
Printed Title:_____	Senior Vice President
Date:_____	Date:_____

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-266

A RESOLUTION AUTHORIZING THE PURCHASING MANAGER TO ISSUE PURCHASE AGREEMENTS FOR MAINTENANCE CONTRACT/SUPPORT AGREEMENTS THROUGHOUT FISCAL YEAR 2015-2016 FOR THE SOLE SOURCE PROCUREMENT OF VARIOUS HARDWARE AND SOFTWARE MAINTENANCE SUPPORT AGREEMENTS FROM HARDWARE AND SOFTWARE MANUFACTURERS FOR THE INFORMATION TECHNOLOGY DEPARTMENT FOR AN ESTMATED ANNUAL COST NOT TO EXCEED $1,086,384

WHEREAS, the City has an ongoing need to issue purchase maintenance contracts/support agreements for hardware and software assets utilized by the City of Modesto and managed by the Information Technology Department, and

WHEREAS, the expenditures for maintenance contracts/support agreements have been approved by Council through the budget process, and

WHEREAS, staff requests the Purchasing Manager be authorized to issue purchase agreements for maintenance contract/support agreements throughout Fiscal Year 2015-2016 for the sole source procurement of various hardware and software maintenance support agreements from hardware and software manufacturers for an estimated budgeted amount not to exceed $1,086,384,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the Purchasing Manager be authorized to issue purchase agreements for maintenance contract/support agreements for the sole source procurement of various hardware and software maintenance support agreements throughout the Fiscal Year 2015-2016.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 5th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-267

Print

A RESOLUTION ACCEPTING THE 2016 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT IN THE AMOUNT OF APPROXIMATELY $298,500 FROM THE OFFICE OF TRAFFIC SAFETY TO INCREASE ENFORCEMENT FOR SPEED, DUI, AND OTHER SPECIAL TRAFFIC ENFORCEMENT OPERATIONS; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS

WHEREAS, the City of Modesto Police Department desires to undertake a certain project designated as the Selective Traffic Enforcement Program (STEP) grant from the Office of Traffic Safety (OTS), and

WHEREAS, the Police Department was awarded a grant in the sum of approximately $298,500 from OTS, and

WHEREAS, acceptance of said $298,500 grant will increase enforcement for speed, DUI, and other special traffic enforcement operations, while also reducing collisions with speed, DUI, and special operations, and

WHEREAS, OTS will pay overtime for officers, training, and equipment to assist in traffic studies and other traffic related enforcement equipment, and

WHEREAS, the term of this grant will be from October 1, 2015, through September 30, 2016,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts the Selective Traffic Enforcement Program Grant in the amount of approximately $298,500 from the Office of Traffic Safety to increase enforcement for speed, DUI, and other special traffic enforcement operations.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the necessary award documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 5th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-268

A RESOLUTION AMENDING THE FISCAL YEAR 2015/2016 OPERATING AND MULTI-YEAR GRANT BUDGET TO REFLECT REVENUE AND EXPENSES IN THE AMOUNT OF APPROXIMATELY $298,500 RELATED TO THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT TO INCREASE ENFORCEMENT FOR SPEED, DUI, AND OTHER SPECIAL TRAFFIC ENFORCEMENT OPERATIONS

WHEREAS, the Police Department acquired a grant award in the amount of approximately $298,500 from the Office of Traffic Safety (OTS) to increase enforcement for speed, DUI, and other special traffic enforcement operations, and

WHEREAS, the grant will pay overtime for officers for special enforcement operations, DUI saturation patrols, and other traffic related enforcement supplies, and

WHEREAS, there is no local match required for this grant, and

WHEREAS, the term of this grant will be from October 1, 2015, through September 30, 2016,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Fiscal Year 2015/2016 Operating and Multi-Year Budget is hereby adjusted as indicated on budget adjustment **attached**.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to take the necessary steps to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 5th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Exhibit A

Project Name: 2016 OTS Selective Traffic Enforcement Program (STEP)
Project Fund: 1341 – Grants – Operation Grants Reimbursed
The Multi-Year 2015/2016 Operating Budget will be amended as follows:

	Revenues	Increase/(Decrease)	Description
To:	MY-1341-19998-42141-100894	$298,500	Intergov-State-Office of Traffic Safety
	Expenses		
To:	MY-100894 - Appr. A - 51200	$293,397	Services City Forces (Overtime)
	MY-100894 - Appr. C - 53025	$ 2,753	Training Expense
	MY-100894 - Appr. C - 52300	$ 1,850	Tools & Field Supplies < $5,000
	MY-100894 - Appr. C - 52015	$ 500	Printing and Binding
		$298,500	

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-269

RESOLUTION SUPPORTING AND ENDORSING THE CO-SPONSORSHIP OF ST. PAUL'S EPISCOPAL CHURCH AND THE MODESTO POLICE DEPARTMENT FOR "A TRAFFICKED LIFE" COMMUNITY EVENT, SEPTEMBER 17, 2015, AND WAIVING THE MODESTO CENTRE PLAZA FACILITY FEE

WHEREAS, human trafficking is the world's fastest growing criminal enterprise and is an estimated $32 billion-a-year global industry. It is a form of modern day slavery that profits from the exploitation of our most vulnerable populations; and

WHEREAS, in recent years, transnational criminal organizations and affiliated domestic gangs have expanded from drug and firearm trafficking to the trafficking of human beings. From cross-border tunnels for transporting victims to domestic recruiting of vulnerable populations in our local communities, these criminal organizations have set aside traditional rivalries to set up commercial sex rings that profit from the sale of human beings, in particular young women and girls; and

WHEREAS, St. Paul's Episcopal Church and the Modesto Police Department recognizes the problem of human trafficking as existent in our local community, and

WHEREAS, people of St. Paul's Episcopal Church are working to heighten awareness of this social illness and the importance of collaboration – among law enforcement, non-profit service providers, the faith based community and the public – in fighting the scourge of human trafficking; and

WHEREAS, it is further resolved, the Modesto City Council supports and endorses the co-sponsorship of St. Paul's Episcopal Church and the Modesto Police Department's community-wide event, "A Trafficked Life" to be held on Thursday,

September 17, 2015 at 7:00 p.m. at the Modesto Centre Plaza to bring awareness and educate our community on human trafficking; and

WHEREAS, the Modesto Centre Plaza will incur a loss of rental revenue of $420, plus labor charges, plus other equipment or AV charges that may be required for the event and the General Fund will also incur approximately $1,200 in labor costs to install and remove custom poles in the Tenth Street Place Plaza, as well as fees associated with permits and the rental of the Modesto Centre Plaza; and

WHEREAS, the total cost of the City's waiver of Facility Fee for the use of the Modesto Centre Plaza, necessary labor and waiver of necessary permit fees and rental costs will not exceed $5,000.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Modesto that it hereby supports and endorses the co-sponsorship of St. Paul's Episcopal Church and the Modesto Police Department for "A Trafficked Life" community event, September 17, 2015. The City Council further agrees to waive the Modesto Centre Plaza facility fee and agrees to provide necessary labor and waiver of necessary permit fees and rental costs in an amount not to exceed $5,000.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 5th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-270

RESOLUTION APPROVING THE SUBMITTAL OF A GRANT APPLICATION TO THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT (SJVAPCD) REQUESTING $81,943.11 IN PUBLIC BENEFIT GRANTS PROGRAM, NEW ALTERNATIVE FUEL VEHICLE PURCHASE FUNDS FOR THE PURCHASE OF FIVE (5) ELECTRIC CLUB CARS FROM GOLD COUNTRY GOLF AND UTILITY, JAMESTOWN, CA; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, GALEN L. CARROLL, TO EXECUTE ALL GRANT-RELATED DOCUMENTS AND ENTER INTO AN AGREEMENT TO RECEIVE THE GRANT FUNDS UPON AWARD

WHEREAS, the San Joaquin Valley Air Pollution Control District announced available grant funding for New Alternative Fuel Vehicle purchase, and

WHEREAS, applicants are able to apply for up to $20,000 for each new vehicle with a maximum funding of $100,000 per applicant, per calendar year, and

WHEREAS, the Modesto Police Department is applying for five (5) Electric Club Cars at $16,388.62 each, and

WHEREAS, three Club Cars will be for the Modesto Police Department and two will go to the Fire Department, and

WHEREAS, Modesto Municipal Code (MMC) Section 8-3.203 generally requires all purchases, which meet or exceed $50,000.00 for material, equipment or contractual services to be formally bid. However, there are exceptions to the rule set forth in the Modesto Municipal Code. One exception, MMC Section 8-3.204(d), is available where the Purchasing Manager, in his or her discretion, determines that a process other than the usual formal bid procedure set forth in MMC Section 8-3.203 will result in procurement for the City at the lowest possible cost commensurate with the desired quality, and

WHEREAS, acting within his discretion, the Purchasing Manager invoked that "piggybacking" exception for this purchase due to the cost savings of staff time and the limited number of competitors, and

WHEREAS, the purchase of five (5) electric club cars from Gold Country Golf and Utility, Jamestown, CA, by piggybacking from a competitively bid US Communities contract will conform to both MMD Section 8-3.204(d) and Public Contract Code (PCC) 20118, which authorizes public entities to rely on terms "piggyback" that have been competitively bid, and

WHEREAS, this grant opportunity will give the City of Modesto a chance to help the environment and save money.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the submittal of a grant application to the San Joaquin Valley Air Pollution Control District (SJVAPCD) requesting $81,943.11 in Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase funds for the purchase of five (5) Electric Club Cars from Gold Country Golf and Utility, Jamestown, CA.

BE IT FURTHER RESOLVED that the City Manager, or his designee Galen L. Carroll, is hereby authorized to execute the grant application upon award.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 5th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-271

RESOLUTION AUTHORIZING STAFF TO APPLY FOR ALL CALRECYCLE HOUSEHOLD HAZARDOUS WASTE GRANTS, RESCINDING RESOLUTION NO. 2010-108, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SIGN GRANT APPLICATIONS AND RELATED FORMS, ACCEPT GRANT AWARDS, AND AMEND THE BUDGET AS AVAILABLE

WHEREAS, Public Resources Code sections 40000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment, and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants, and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED the Council of the City of Modesto authorizes the submittal of application(s) to CalRecycle for all Household Hazardous Waste Grants for which the City of Modesto is eligible.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized and empowered to execute in the name of the City of Modesto all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project.

THIS RESOLUTION WAS RESCINDED BY MODESTO CITY COUNCIL RESOLUTION NO. 2022-312

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this resolution.

BE IT FURTHER RESOLVED by the Council of the City of Modesto the Resolution No. 2010-108 is hereby rescinded.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 5th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-272

RESOLUTION APPROVING THE REVISED T-HANGAR USE POLICY FOR THE MODESTO CITY-COUNTY AIRPORT

WHEREAS, the Modesto City-County Airport (Airport) owns T-Hangars that are leased to airport tenants who own aircraft, and

WHEREAS, the Airport Advisory Committee prepared an initial T-Hangar Use Policy in 2004, and

WHEREAS, City Council approved the initial T-Hangar Use Policy, by Resolution 2004-540, and

WHEREAS, the Airport Advisory Committee met regularly and determined that revisions to the T-Hangar Use Policy were warranted, and

WHEREAS, the revised draft document was submitted to the City Attorney for editing and approval, and

WHEREAS, the Airport Advisory Committee accepted all edits and unanimously elected to submit the final T-Hangar Use Policy.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Revised T-Hangar Use Policy.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 5th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Zoslocki

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

T-HANGAR USE POLICY
MODESTO CITY – COUNTY AIRPORT

Scope: This policy covers the procedures required of General Aviation aircraft tenants or prospective tenants in the use of T-Hangars at the Modesto City – County Airport.

Purpose: It is the intent of the City of Modesto to manage the use of T-Hangars at the Modesto City – County Airport in a consistent, reasonable and responsible manner, and in accordance with applicable sections of the Modesto Municipal Code. This Policy is intended to provide the Airport Manager and T-Hangar tenants alike with guidelines that all parties can follow to assure proper leasing and safe use of T-Hangars at the Airport. It is not the intent of this policy to make provisions that are contrary to the Municipal Code or the policies of the Federal Aviation Administration, and in the event that there is a discrepancy or conflict between the policies, the Municipal Code shall govern in instances that are not provided for by FAA policy.

Location: The location of the T-Hangars is on the southwest side of the Airport. Exhibit A, attached as a part of this policy, identifies the T-Hangar rows (existing and future) to which this policy applies.

Policy Statements:

- The leasing of T-Hangars shall be in accordance with the Modesto Municipal Code, MMC 7.3.101, and the Aircraft Hangar Waiting List Policy adopted by the Modesto City Council in January 1990, Resolution 90-49.

- Aircraft owners wishing to lease a T-Hangar at the Modesto City-County Airport shall execute a Lease Agreement in a form provided by the City of Modesto and shall abide at all times by the terms and provisions of the Lease Agreement.

- It is the intent of the City of Modesto that those leasing a T-Hangar at the Airport will use the T-Hangar for aircraft purposes only, except with written consent of the Airport Manager to do otherwise. To that end, the following provisions further define appropriate use of a T-Hangar.

    1. Pursuant to the Lease Agreement, flyable aircraft or an aircraft under active refurbishment or assembly must be stored in the T-Hangar. The storage of vehicles, boats, furniture, construction material, machinery, household goods or other possessions in the absence of an airplane is not permitted except as described in Part 2 of this Section.

    2. A tenant who is leasing a T-Hangar for the aviation purposes described in Part 1 of this Section may temporarily lease a second T-Hangar to store vehicles and boats in the absence of an airplane as long as the goods being stored in the T-Hangar present no hazard or objectionable characteristics in any way, are not flammable liquids, and are secure in the method of storage. The Airport Manager may at his discretion approve such a lease of a second T-Hangar for such storage provided that:

A. The tenant understands that Aviation use of the hangar has priority and the tenant is prepared to vacate the premises with 30-day notice.
B. The intended objects to be stored in the T-Hangar are acceptable to the Airport Manager and present no hazard, including environmental hazards to other hangars.
C. One T-Hangar of similar size and features is always available for immediate occupancy by an airplane or emergency use.
D. Tenants using T-Hangars for airplane storage have first choice of any available hangars including the leased storage hangars without airplanes.
E. Tenant agrees that the hangar can be inspected at any time with reasonable notice by the appropriate City of Modesto Code Enforcement team to ensure compliance with the Modesto Municipal Code and other State or Federal regulations.

3. Aircraft parts only, i.e., fuselages, wing sections, engines etc. do not qualify as an aircraft unless reasonable and verifiable progress is made to restore the aircraft, or complete a home-built aircraft. Reasonable progress is defined as active and consistent work on assembling the aircraft with the intent of restoring it to full flight status. The tenant shall provide evidence substantiating reasonable progress to the Airport Manager upon request. Extensions of these time provisions may be requested of the Airport Manager, with an explanation for cause. The Airport Manager shall consider the explanation provided and either grant or deny the time extension requested. Restoration or construction of aircraft is subject to annual inspection by the Airport Manager. Failure to meet these conditions will be deemed unacceptable and grounds for the termination of the Lease Agreement.

4. Major overhaul of engines, painting of aircraft, and cleaning with flammable solvents is prohibited inside the T-Hangars pursuant to Modesto Municipal Codes Section 7-3.306.

5. The aircraft in a T-Hangar must be owned in part, fully owned, or leased by the tenant who signed the hangar Lease Agreement. Aircraft 'N' number(s) will be compared with the owner's name(s) and the certificate of insurance to verify proper tenancy. If an aircraft was recently acquired and does not show on the FAA aircraft registration database, the tenant should provide the Airport Manager a copy of the Aircraft Registration Application (FAA Form 8050-1). If the aircraft is leased, the insurance must show the tenant as the policyholder, and the owner as an additional insured. The Airport Manager may approve reasonable requests to store aircraft outside of this policy on a case-by-case basis, provided the ownership and insurance status of the aircraft can be documented.

6. Permission for construction of structures and/or lofts within a T-Hangar requires the prior approval of the Airport Manager. The construction of these kinds of facilities will be done under the auspices of the City's Building Inspection Department, with an associated Building Permit obtained and displayed during construction.

7. T-Hangars will be subject to a triennial inspection by the City of Modesto Fire Marshal and by Airport Maintenance and Operation staff for the purpose of determining compliance with applicable provisions of the Modesto Municipal Code, Fire Code and T-Hangar Lease Agreement. Discrepancies shall be noted and provided to the tenant for correction. In the event of emergency or unforeseen circumstance, City Staff and the Airport Manager may enter a hangar at any time provided the tenant is advised as quickly as possible of the entry, the purpose for the entry, and actions taken once inside the hangar.

8. Installation of additional wiring for lighting and equipment needs is to be done in conformance with all applicable Building and Fire Codes. The use of extension cords is limited to UL listed cords used in compliance with manufacturers' instructions. Extension cords may not be used in lieu of permanent wiring. Any extension cord that is permitted for use must be unplugged when the hangar is unoccupied. The exception to this section is if the extension cord is being used to power a battery charger, crankcase heater and the like. The extension cord must be plugged into a Circuit Breaker Power Box or plug strip rated with 15 amps "maximum" overcurrent protection.

9. Space heaters of any type are not permitted in the hangars unless they are UL listed for interior use, they are used only when the tenant is present in the hangar, and the heater is always disconnected on exiting the hangar.

10. Unobstructed fire or emergency access to the rear of the hangar must be provided.

11. The storage, use, or handling of flammable/combustible liquids shall be conducted in a limited manner appropriate to FAA approved owner maintenance activity, an aircraft restoration, or home built aircraft project. In all cases, the quantity of such liquids shall be limited as described in 7-3.310 of Title 7-Public Works, Chapter 3 of the Modesto Municipal Code.

12. No objects may be hung from or attached to the structural members of the T-Hangar without the prior approval of the Airport Manager.

13. Trash cans on the Airport shall be used for the disposal of materials appropriate to the ownership, storage, and use of an aircraft. The trash facilities shall not be used for the disposal of other debris or stored items not related to the aircraft's presence in the hangar and appropriate aviation activity. No use of the City's Airport dumpster shall be allowed without prior approval from the Airport manager.

- It is the intent of this policy to provide for a safe and clean environment in which aircraft can be housed at the Modesto City – County Airport. If the Airport Manager determines that an unsafe situation is present in the T-Hangar, the tenant shall immediately correct that situation in consultation with the Airport Manager. Failure to comply with the directives will be grounds for terminating the

hangar Lease Agreement. The tenant may appeal the determination rendered, but only after correcting the situation as directed by the Airport Manager.

Deviations:
It is recognized that not every situation, which someone may encounter in the lease of a T-Hangar, can reasonably be covered by this policy. In the case where a tenant wants to deviate from this policy, or perform an activity not covered by this policy, prior approval shall be obtained from the Airport Manager who shall attempt to accommodate the request within policy and common sense, as the situation may dictate.

Appeals Process:
In the case where a T-Hangar tenant does not agree with a determination made by the Airport Manager, the tenant and the Airport Manager shall bring the issue to the attention of the Airport Advisory Committee, which shall make all best efforts in finding a solution. Should this effort be unsuccessful, the tenant is entitled to a formal appeal per Title 1, Chapter 4 of the Modesto Municipal Code Section 1-4.01 to 1-4.05.

We truly appreciate your continued cooperation and attention to the items listed above. As a result, your help will provide safe hangar facilities, and support a fair and enjoyable tenant/landlord relationship, which is to everyone's best interest.

Approved by the Airport Advisory Committee on May 21, 2015

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-273

RESOLUTION APPROVING AN AGREEMENT WITH CARDNO ATC FOR ON-CALL ENVIRONMENTAL SITE ASSESSMENT SERVICES FOR ONE YEAR, WITH TWO ONE-YEAR EXTENSION OPTIONS, AT THE SOLE DISCRETION OF THE CITY, IN AN AMOUNT NOT TO EXCEED $45,000 PER YEAR, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT, AND UP TO TWO ONE-YEAR EXTENSION OPTIONS

WHEREAS, the Utilities Department (Utilities) may need to purchase property to complete various Capital Improvement Program (CIP) projects, and

WHEREAS, a Phase I Environmental Site Assessment (ESA) needs to be prepared prior to the acquisition of real property, and

WHEREAS, purchase agreements may have time constraints, and projects may have short time lines, and

WHEREAS, on-call agreements will expedite the process, and

WHEREAS, an on-call list was established in 2011, which expired in 2014, and

WHEREAS, in accordance with Administrative Directive 3.1, Selection Procedures for Professional Consultants Who Provide Architectural and Engineering Services for Capital Projects, a request for Qualifications and Proposals was issued April 7, 2015 to eight local environmental consultants to establish a current local on-call list, and

WHEREAS, responses were received from five firms, and

WHEREAS, a selection committee consisting of the City's Utilities staff evaluated the responses and met May 19, 2015 to discuss the evaluations and review ranking, and

WHEREAS, the committee recommended negotiating with the top two firms deemed most responsive and qualified to enter into one-year on-call agreements, not to exceed $45,000 per year, with the possibility of two (2) one-year extension periods, at the sole discretion of the City, and

WHEREAS, no new budget allocation will be sought because the project-specific task orders under the agreement will be paid from existing CIPs, and

WHEREAS, Cardno ATC will submit a written scope of services outlining the specific work, schedule, and cost estimate associated with each task order, and

WHEREAS, Cardno ATC will perform no service until Capital Improvement Services management has approved the proposed specific task order and a written Notice to Proceed (NTP) is prepared and sent to Cardno ATC prior to commencement of services, and

WHEREAS, therefore, City staff recommends approving an Agreement for On-call Environmental Site Assessment Services with Cardno ATC,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with Cardno ATC for On-call Environmental Site Assessment Services for one year, with two one-year extension options at the sole discretion of the City in an amount not to exceed $45,000 per year. Total cost for three years is not to exceed $135,000.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute said Agreement with Cardno ATC, and up to two one-year extension options.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 5th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-274

RESOLUTION APPROVING AN AGREEMENT WITH GROUND ZERO ANALYSIS, INC. FOR ON-CALL ENVIRONMENTAL SITE ASSESSMENT SERVICES FOR ONE YEAR, WITH TWO ONE-YEAR EXTENSION OPTIONS, AT THE SOLE DISCRETION OF THE CITY, IN AN AMOUNT NOT TO EXCEED $45,000 PER YEAR, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT, AND UP TO TWO ONE-YEAR EXTENSION OPTIONS

WHEREAS, the Utilities Department (Utilities) may need to purchase property to complete various Capital Improvement Program (CIP) projects, and

WHEREAS, a Phase I Environmental Site Assessment (ESA) needs to be prepared prior to the acquisition of real property, and

WHEREAS, purchase agreements may have time constraints, and projects may have short time lines, and

WHEREAS, on-call agreements will expedite the process, and

WHEREAS, an on-call list was established in 2011, which expired in 2014, and

WHEREAS, in accordance with Administrative Directive 3.1, Selection Procedures for Professional Consultants Who Provide Architectural and Engineering Services for Capital Projects, a request for Qualifications and Proposals was issued April 7, 2015 to eight local environmental consultants to establish a current local on-call list, and

WHEREAS, responses were received from five firms, and

WHEREAS, a selection committee consisting of the City's Utilities staff evaluated the responses and met May 19, 2015 to discuss the evaluations and review ranking, and

WHEREAS, the committee recommended negotiating with the top two firms deemed most responsive and qualified to enter into one-year on-call agreements, not to exceed $45,000 per year, with the possibility of two (2) one-year extension periods, at the sole discretion of the City, and

WHEREAS, no new budget allocation will be sought because the project-specific task orders under the agreement will be paid from existing CIPs, and

WHEREAS, Ground Zero Analysis, Inc. will submit a written scope of services outlining the specific work, schedule, and cost estimate associated with each task order, and

WHEREAS, Ground Zero Analysis, Inc. will perform no service until Capital Improvement Services management has approved the proposed specific task order and a written Notice to Proceed (NTP) is prepared and sent to Ground Zero Analysis, Inc. prior to commencement of services, and

WHEREAS, therefore, City staff recommends approving an Agreement for On-call Environmental Site Assessment Services with Ground Zero Analysis, Inc.,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with Ground Zero Analysis, Inc. for On-call Environmental Site Assessment Services for one year, with two one-year extension options at the sole discretion of the City in an amount not to exceed $45,000 per year. Total cost for three years is not to exceed $135,000.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute said Agreement with Ground Zero Analysis, Inc., and up to two one-year extension options.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 5th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-275

RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR THE 2015 INTEGRATED REGIONAL WATER MANAGEMENT GRANT IN AN AMOUNT NOT TO EXCEED $6.7 MILLION; AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL GRANT-RELATED DOCUMENTS AND ENTER INTO AN AGREEMENT TO RECEIVE GRANT FUNDS, IF AWARDED, AND AUTHORIZING THE DIRECTOR OF FINANCE TO BE THE SIGNATORY OF GRANT INVOICE FORMS DURING REQUESTS FOR REIMBURSEMENTS

WHEREAS, in May 2015, the California Department of Water Resources (DWR) released the Final 2015 Grant Guidelines and Application Proposal Package for Round 4 of the Proposition 84 Integrated Regional Water Management Plan (IRWMP) Grant Funding Program, and

WHEREAS, this is the final funding cycle for Proposition 84 bond monies for implementation projects, and

WHEREAS, the deadline to submit a grant application is August 7, 2015 with announcement of awards expected in December 2015, and

WHEREAS, the East Stanislaus Integrated Regional Water Management (IRWM) Partnership was formed under an MOU in August 2011 between the Cities of Ceres, Hughson, Turlock, and Modesto, and

WHEREAS, this Partnership also included a Cost-sharing Agreement for developing the IRWM Region and Plan, and

WHEREAS, in September 2011, the state granted regional status to the East Stanislaus IRWM, and

WHEREAS, the East Stanislaus IRWM Plan was completed in December 2013 and in June 2014 the DWR issued a notice of compliance with the IRWM Plan Guidelines through its review process, and

WHEREAS, the East Stanislaus IRWM Region resides in the San Joaquin Funding Area which includes seven other full IRWM Regions and four partial IRWM Regions, making it the most competitive funding region in the state, and

WHEREAS, there is approximately $6.7 million in remaining funds available for this 2015 Grant cycle, and

WHEREAS, the next funding cycle will be sourced by Proposition 1 bond funds, approved by voters in November 2014, with the first expected grant application date in 2017, and

WHEREAS, the City of Modesto has an on-call grant research and writing agreement with RMC Water and Environment (RMC) for development and submittal of grant applications, and

WHEREAS, for this grant application, Modesto will be the lead agency seeking grant funding for two Modesto based projects, and

WHEREAS, the two projects consist of 1) a sewer system cross-connection storm water removal and neighborhood flooding mitigation project; and 2) the North Valley Regional Recycled Water Project (NVRRWP), and

WHEREAS, the City of Turlock is also supporting the NVRRWP, and

WHEREAS, no other regional stakeholders have submitted projects for consideration for this grant application, and

WHEREAS, as the lead agency the City of Modesto would be required to enter into a Grant Agreement with the DWR if the application scores high enough for an award and choses to accept the grant, and

WHEREAS, the City may manage grant administration tasks in-house or may decide to hire a consultant (under a future Council action) for grant administration tasks, which are expected to be fully funded by the grant for the City's two projects,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the submittal of an application to the California Department of Water Resources for the 2015 Integrated Regional Water Management Grant in an amount not to exceed $6.7 Million.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute all grant-related documents and enter into an agreement to receive grant funds, if awarded, and authorizes the Director of Finance to be the signatory of grant invoice forms during requests for reimbursements.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 5th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-276

RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE 2013-2014 SANITARY SEWER COLLECTION REPLACEMENT PROJECT, ACCEPTING THE BID, AND APPROVING A CONTRACT WITH DSS COMPANY DBA KNIFE RIVER CONSTRUCTION, OF STOCKTON, CALIFORNIA IN THE AMOUNT OF $1,578,238, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONTRACT

WHEREAS, plans and specifications have been prepared for the 2013-2014 Sanitary Sewer Collection Replacement project, and City staff recommends approval by the City Council, and

WHEREAS, the bids received for the 2013-2014 Sanitary Sewer Collection Replacement project were for the consideration of the Council, and

WHEREAS, the Director of Utilities has recommended that the bid of $1,578,238 received from DSS Company dba Knife River Construction, of Stockton, California be accepted as the lowest responsible and responsive bid and the contract be awarded to DSS Company dba Knife River Construction.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the plans and specifications for the 2013-2014 Sanitary Sewer Collection Replacement project, accepts the bid of DSS Company dba Knife River Construction, of Stockton, California in the amount of $1,578,238, and awards DSS Company dba Knife River Construction the contract for the 2013-2014 Sanitary Sewer Collection Replacement project.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the contract.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 5th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-277

RESOLUTION AMENDING THE FISCAL YEAR 2015-2016 CAPITAL IMPROVEMENT PROGRAM BUDGET IN THE AMOUNT OF $1,175,500 TO BE TRANSFERRED INTO THE PROJECT FROM WASTEWATER FUND RESERVES IN ORDER TO FULLY FUND THE CONSTRUCTION, CONTINGENCY, CONSTRUCTION ADMINISTRATION, AND DESIGN SUPPORT DURING CONSTRUCTION FOR THE 2013-2014 SANITARY SEWER COLLECTION REPLACEMENT PROJECT

WHEREAS, certain budgetary transactions are necessary in the amount of **$1,175,500**, in order to fund construction, contingency, construction administration, design support during construction, including engineering/design/administration support by City staff, for the 2013-2014 Sanitary Sewer Collection Replacement project, and

WHEREAS, the Fiscal Year 2015-2016 Capital Improvement Program Budget must be amended as shown in **Exhibit A**, which is incorporated by reference herein,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the amendment of the Fiscal Year 2015-2016 Capital Improvement Program Budget as shown in **Exhibit A**.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 5th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Exhibit A

Due to project costs being higher than initially budgeted for the project, line item increases are necessary for CIP Account #100763 "2013-14 Sewer Coll Sys Repl", and the total project costs need to be increased by $1,175,500. This would be done by adjusting Construction Administration by $91,877, Construction by $919,157, Contingency-CIP by $119,592, and Engineering/Design/Administration by $44874.

To fund the above account, $1,175,500 will be transferred from Wastewater Fund Reserves into CIP Project 100763 for the 2013-2014 Sanitary Sewer Collection Replacement project.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-278

RESOLUTION APPROVING A PROTEST DISMISSAL AGREEMENT WITH TURLOCK IRRIGATION DISTRICT FOR THE CITY OF MODESTO NOTICE OF CHANGE PETITION FILED WITH THE STATE WATER RESOURCE CONTROL BOARD FOR TERTIARY-TREATED WATER, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, as part of the North Valley Regional Recycled Water Program (NVRRWP), the City of Modesto filed a Notice of Change Petition with the State Water Resources Control Board (SWRCB) to allow discharge of tertiary-treated wastewater to the Delta Mendota Canal for irrigation of crops in the Del Puerto Water District, and

WHEREAS, the SWRCB noticed the public and received comments on the Notice of Change Petition, and

WHEREAS, the SWRCB received two formal protests regarding the proposed change, one from Turlock Irrigation District (TID) and the other from the Westlands Water District, and

WHEREAS, TID's concern was that the City would cease irrigation of the Jennings Ranch facility with secondary-treated wastewater and require TID to supply irrigation water to the parcels included in its service area, and

WHEREAS, the City will not stop irrigation of the Jennings Ranch because it is the most cost-effective way to treat cannery wastewater and dispose of secondary-treated wastewater, and because it also generates revenue from leasing the land to a farmer for fodder crop production, and

WHEREAS, TID and the City successfully negotiated and reached an agreement that the City will continue with its existing Jennings Ranch irrigation practices subject to any changes required by regulatory permits for irrigation of crops at agronomic rates, and

WHEREAS, this agreement provides that TID will not further protest the Notice of Change Petition, and this agreement advances the NVRRWP.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a Protest Dismissal Agreement with the Turlock Irrigation District for the City of Modesto Notice of Change Petition filed with the State Water Resources Control Board for tertiary-treated wastewater.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Agreement, in substantially the form **attached** hereto as **Exhibit** A and as approved by the City Attorney.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 5th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

PROTEST DISMISSAL AGREEMENT

The City of Modesto ("City") and Turlock Irrigation District ("TID") agree as follows:

A. On January 16, 2016, City filed a petition for change (No. WW0077) (the "Petition for Change") with the State Water Resources Control Board ("SWRCB") as part of the City's participation in the North Valley Regional Recycled Water Project ("NVRRWP").

B. Among other things, the Petition for Change asks the SWRCB to issue an order: (1) adding a new authorized point of discharge at the Delta Mendota Canal for the City's treated wastewater, and (2) adding the Del Puerto Water District service area and several South of Delta CVPIA refuges as authorized places of use for the City's treated wastewater.

C. On February 10, 2015, the SWRCB issued its public notice of the Petition for Change.

D. On March 12, 2015, TID filed a protest to the Petition for Change.

E. On July 7, 2015, the City certified an environmental impact report for the NVRRWP (SCH #2014042068) (the "NVRRWP EIR") under the California Environmental Quality Act ("CEQA").

NOW, THEREFORE, in consideration of these recitals and the mutual promises in this Agreement, City and TID agree as follows:

1. The preceding recitals are true and correct and are incorporated herein by reference.

2. City and TID jointly request that the SWRCB include the following conditions in the SWRCB's order granting the City's Petition for Change:

A. Until and after the NVRRWP begins operations, the City will continue to use cannery process water with secondary treated City wastewater to irrigate the City's Modesto Ranch Lands, which are being farmed and some of which are within the jurisdictional boundaries of the Turlock Irrigation District. The Modesto Ranch Lands are defined as the numbered "Parcels" on the attached map titled "Parcel Map of Jennings Treatment Plant." The City will continue to apply secondary treated wastewater and cannery process water to the Modesto Ranch Lands in the manner described in Section 8.8.5 of the Final Environmental Impact Report for the North Valley Regional Recycled Water Program dated June 2015 (SCH #2014042068).

B. No groundwater from the Turlock Groundwater Subbasin and no surface water from Turlock Irrigation District may be used to irrigate any Modesto Ranch Lands; provided that this condition does not apply to any such groundwater or

surface water in any cannery process water or wastewater delivered to the City and subsequently used to irrigate any Modesto Ranch Lands.

C. The City will continue to comply with the two preceding conditions if the City sells, conveys, exchanges or otherwise transfers any of the Modesto Ranch Lands. The City will add a legally sufficient covenant running with the land, in a form acceptable to Turlock Irrigation District, to all deeds and other instruments selling, conveying, exchanging or otherwise transferring any portion or all of the City's Modesto Ranch Lands, which covenant will be binding on all of the City's successors and assigns.

D. The City will keep a record during each calendar month of: (i) the amounts of cannery process water and treated wastewater delivered to the Modesto Ranch Lands for irrigation and (ii) the location and number of acres of land receiving the water. The City will make this information available to the SWRCB's Deputy Director for Water Rights and Turlock Irrigation District upon reasonable request. Additionally, the City will compile this information each year into an annual report, which will include a table of the monthly amounts of each type of treated wastewater delivered to the Modesto Ranch Lands for irrigation during the prior calendar year. The City will file each annual report with the Division of Water Rights and provide a copy to Turlock Irrigation District no later than June 30 of the following calendar year.

3. A copy of the map referenced in subsection 2.A above is attached to this Protest Dismissal Agreement as Exhibit A.

4. In consideration of City's commitments in this Protest Dismissal Agreement, which was approved by the City Council on or before Wednesday, August 5, 2015, and the SWRCB's making these additions to the order on the City's Petition for Change, TID dismisses its protest to the Petition for Change, and agrees not to make or further pursue any challenges to the NVRRWP FEIR referenced in Section 2.A above and not to take any other actions to oppose the Petition for Change. If the SWRCB does not make these requested changes, then TID may make or further pursue such challenges.

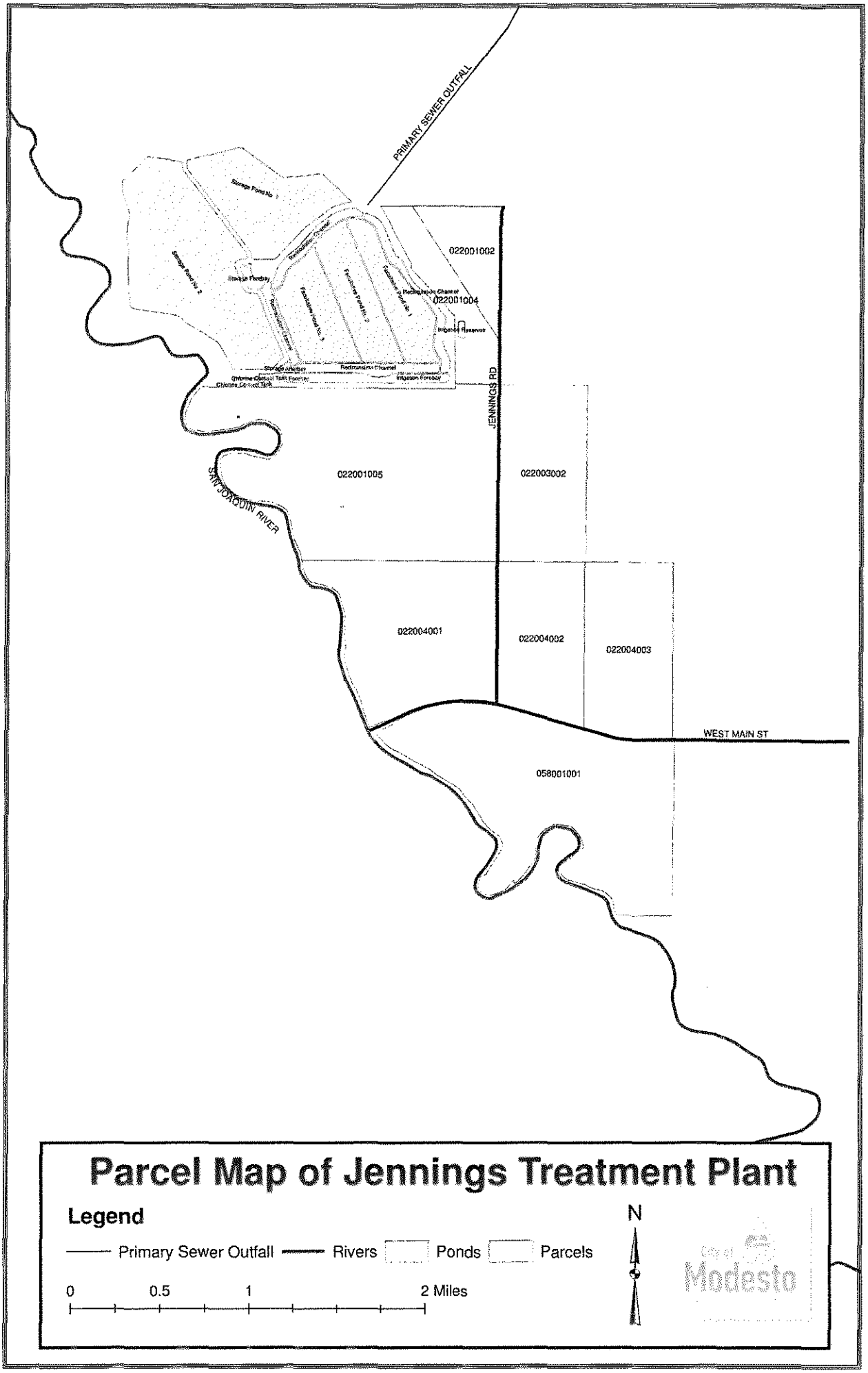
Dated: _____ CITY OF MODESTO

_____
James N. Holgersson, City Manager

Dated: _____ TURLOCK IRRIGATION DISTRICT

_____
Casey Hashimoto, General Manager

EXHIBIT A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JENNINGS RD
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SAN JOAQUIN RIVER
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Parcel Map of Jennings Treatment Plant
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MODESTO CITY COUNCIL
RESOLUTION NO. 2015-279

RESOLUTION AMENDING THE MULTI-YEAR BUDGET FOR CAPITAL GRANTS – CIP PROJECT 100753 TO BE INCREASED BY $352,000 TO COME FROM NSP2 FUNDING, AND AUTHORIZING THE FINANCE DIRECTOR, OR HER DESIGNEE, TO TAKE THE NECESSARY STEPS TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

WHEREAS, on January 14, 2010, the City received a $25 million grant award under the American Recovery and Reinvestment Act of 2009 (ARRA) for the Neighborhood Stabilization Program 2 (NSP2), and

WHEREAS, the City of Modesto has been working with Satellite Affordable Housing Associates (SAHA) and American Baptist Homes of the West (ABHOW) to develop the Tower Park Senior Housing apartments project (Project), and

WHEREAS, off-site and frontage improvements for the Tower Park Senior Apartments project are eligible to receive NSP2 funding, and

WHEREAS, on December 11, 2012, by Resolution No. 2012-521, the Council approved an allocation of a minimum of $100,000 in NSP2 funds to the Project, with a not to exceed amount of $250,000 for predevelopment activities, and

WHEREAS, on March 5, 2015 the City received a request from SAHA for an additional $135,000 to mitigate two underground concrete tanks that were discovered while the contractor was preparing the Project site for the foundation and storm water drain, and

WHEREAS, on April 8, 2015, the City received another request from SAHA for additional $217,000 in NSP2 funds for the construction of off-site, frontage improvements, and

WHEREAS, SAHA is requesting the City approve an additional loan in the amount up to $352,000 for further on-site and frontage improvements, and

WHEREAS, a loan modification agreement will be executed for the additional allocation of funds, and

WHEREAS, the terms of the NSP2 loan will remain the same, the principal balance bears no interest, and

WHEREAS, in an event of default the NSP2 loan shall be repaid in full at the default rate of ten percent (10%) simple interest annually, and

WHEREAS, if no event of default exists and the units are rented to income qualified tenants according to the agreement, the NSP2 loan shall be forgiven upon expiration of the 20 year term.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Multi-year budget for Capital Grants – CIP Project 100753 to be increased by the amount of $352,000 to come from NSP2 funding.

BE IT FURTHER RESOLVED that the Finance Director, or her designee, is hereby authorized to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 5th day of August, 2015, by Councilmember Lopez, who moved its adoption, with motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-280

RESOLUTION APPROVING A TECHNICAL AMENDMENT TO THE ACTION PLAN OF THE NEIGHBORHOOD STABILIZATION PROGRAM 2 (NSP2) GRANT AGREEMENT # B-09-LN-CA-0053 FOR AN ADDITIONAL ALLOCATION OF $352,000 IN NSP2 FUNDS FOR THE CONSTRUCTION OF ON-SITE AND OFF-SITE IMPROVEMENTS FOR THE TOWER PARK SENIOR APARTMENTS PROJECT AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE MODIFICATION AGREEMENTS AND RELATED DOCUMENTS, ATTACHED HERETO IN SUBSTANTIALLY THE SAME FORM AS EXHIBIT A, AND AS APPROVED BY THE CITY ATTORNEY

WHEREAS, the City of Modesto has been working with Satellite Affordable Housing Associates (SAHA) and American Baptist Homes of the West (ABHOW) to develop the Tower Park Senior Housing apartments project (Project), and

WHEREAS, the Project, located at 17th and G Streets, will provide 49 one-bedroom apartments plus one two-bedroom manager's unit of restricted affordable housing to seniors 62 years and over, and

WHEREAS, the apartments will be affordable to households earning between 30% and 60% of the area median income, and

WHEREAS, ABHOW will be the property management agent and will work in collaboration with third party agencies to provide supportive resident services to the tenants. Transportation is within walking distance of the Project and senior oriented services are located nearby, and

WHEREAS, the Redevelopment Agency, by Resolution No. 7-2006, approved the purchase of the 17th & G Streets property, and

WHEREAS, on February 22, 2011, by Resolution No. 2011-062, the Council approved a HOME loan for the Project in the amount of $2.7 million, and

WHEREAS, on December 11, 2012, by Resolution No. 2012-521, the Council approved an allocation of a minimum of $100,000 in NSP2 funds to the Project, with a not to exceed amount of $250,000 for predevelopment activities, and

WHEREAS, on June 27, 2013, by Resolution No. 2013-097, the Council approved a Capital Facilities Fees Exemption for the Project resulting in the waiver of $436,250, and

WHEREAS, on December 10, 2013, the City Council by Resolution No. 2013-450, approved a CDBG loan in the amount of $118,000 for the construction of off-site improvements required for the development of the Project, and

WHEREAS, on July 8, 2014, the City Council by Resolution No. 2014-290 approved an additional allocation of HOME Funds in the amount of $725,640, to further assist with construction costs for the Project, and

WHEREAS, on December 3, 2014, the Property was transferred to Tower Park LLP., and

WHEREAS, on March 5, 2015 the City received a request from SAHA for an additional $135,000 to mitigate two underground concrete tanks that were discovered while the contractor was preparing the Project site for the foundation and storm water drain, and

WHEREAS, on April 8, 2015, the City received another request from SAHA for additional funds for the construction of off-site, frontage improvements which would include some sidewalk improvements, and

WHEREAS, because the Project provides apartments for seniors, it is very important to ensure that the Project is ADA compliant and accessible for those individuals with limited mobility, and

WHEREAS, SAHA is requesting the City approve an additional loan in the amount up to $352,000, and

WHEREAS, a loan modification agreement will be executed for the additional allocation of funds, and

WHEREAS, the terms of the NSP2 loan will remain the same, the principal balance bears no interest, and

WHEREAS, in an event of default the NSP2 loan shall be repaid in full at the default rate of ten percent (10%) simple interest annually, and

WHEREAS, if no event of default exists and the units are rented to income qualified tenants according to the agreement, the NSP2 loan shall be forgiven upon expiration of the 20 year term.

WHEREAS, a Technical Amendment to the Action Plan of the Neighborhood Stabilization Program 2 (NSP2) Grant Agreement # B-09-LN-CA-0053 requires a 15-day public review and comment period and a public hearing, and

WHEREAS, this Technical Amendment was made available for public review and comment beginning July 21, 2015, and will close with the City Council public hearing on August 5, 2015, and

WHEREAS, a Public Notice was published in the Modesto Bee on Tuesday, July 21, 2015, and

WHEREAS, the budget for the Project is fixed, based on the financing sources already identified, and

WHEREAS, the additional requests from SAHA were reviewed and approved by the Community Housing and Community Development Committee on March 18, 2015 and July 15, 2015, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes an additional allocation up to $352,000 in NSP2 funds for the construction of on-site and frontage improvements for the Tower Park Senior Apartments project.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby approves a Technical Amendment to the Action Plan of the Neighborhood Stabilization Program 2 (NSP2) Grant Agreement # B-09-LN-CA-0053.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby authorizes the City Manager, or his designee, to execute the modification agreement for Tower Park, **attached** hereto in substantially the same form as **Exhibit** A, and as approved by the City Attorney.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 5th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Modesto
Community Economic Development Department
1010 10th Street
P. O. Box 642
Modesto, CA 95353

No Fee

No fee for recording pursuant to
Government Code Section 27383

NSP2 MODIFICATION AGREEMENT
(Tower Park - 701 15th Street)

This NSP2 Modification Agreement ("Agreement") is entered into as of _____, 2015, by and between the City of Modesto, a municipal corporation ("City") and Satellite Affordable Housing Associates, a California nonprofit public benefit corporation ("SAHA") (as successor to Satellite Housing, Inc.) and American Baptist Homes of the West, a California nonprofit public benefit corporation ("ABHOW") and Tower Park, L.P., a California limited partnership (the "Partnership") collectively designated therein as "Borrower". The City and the Borrower shall collectively be referred to herein as "Parties."

RECITALS

A. The City and Borrower entered into that certain City of Modesto Neighborhood Stabilization Program 2 Loan Agreement, dated as of December 11, 2012, as amended by certain First Amendment to City of Modesto Neighborhood Stabilization Program 2 Loan Agreement dated as of November 24, 2014 (collectively, the "Loan Agreement"). Pursuant to the Loan Agreement, the City made a loan of Neighborhood Stabilization Program ("NSP2") funds to the Borrower in the principal amount of Two Hundred Fifty Thousand Dollars and No Cents ($250,000.00) ("Original Loan"). The Original Loan is evidenced by that certain promissory note, dated as of December 11, 2012, executed by Borrower in favor of the City (the "Note") and secured by that certain Deed of Trust and Assignment of Rents dated as of November 24, 2014 ("Deed of Trust"), and recorded on December 3, 2014, as instrument number DOC-2014-0080138 in the Official Records of the County of Stanislaus ("Official Records"), against the property described in Exhibit A attached hereto ("Property"). The City and Borrower entered into that certain Regulatory Agreement dated November 24, 2014 ("Regulatory Agreement") which was recorded in the Official Records on December 3, 2014 as instrument number DOC-2014-0080137. The City and Borrower also entered into that certain Assignment and Assumption Agreement dated November 24, 2014 ("Agreement") which was recorded in the Official Records on December 3, 2014 as instrument number DOC-2014-0080141. The Loan Agreement, the Note, the Deed of Trust and the Regulatory Agreement collectively shall be referred to herein as "Loan Documents".

B. The City and Borrower entered into the Loan Agreement to assist the development of affordable housing on the Property and to advance the City's goal of expanding the number of residential units affordable to very low, low, moderate, and middle income persons.

C. The City and the Borrower desire to modify the Loan Documents and **increase** the amount of the Original Loan by **$351,723.00** for a total loan amount of Six Hundred One Thousand Seven Hundred Twenty Three Dollars and No Cents ($601,723.00) (the "New Loan").

D. The City and the Borrower desire to modify the Loan Agreement to include references to the requirements governing the use of NSP2 funds.

E. The City and the Borrower desire to modify the Regulatory Agreement to include the affordability requirements governing the use of the New Loan.

NOW THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

Section 1. Modification of the Loan Agreement.

(a) Recitals of the Loan Agreement. The Recitals of the Loan Agreement are hereby modified to reflect that the principal amount of the New Loan is Six Hundred One Thousand Seven Hundred Twenty Three Dollars and No Cents ($601,723.00).

(b) Section 3 of the Loan Agreement. The first sentence of Section 3.1 of the Loan Agreement is hereby deleted and replaced in its entirety as follows:

> "City shall loan Borrower the principal sum of Six Hundred One Thousand Seven Hundred Twenty Three Dollars and No Cents ($601,723.00) (the "NSP Loan") subject to the terms and conditions set forth in this NSP2 Loan Agreement and the Loan Documents as defined herein."

(c) Section 6 of the Loan Agreement. Section 6.3 of the Loan Agreement is hereby deleted and replaced in its entirety as follows:

"SECTION 6.3". NSP2 REQUIREMENTS

> Borrower shall comply with all applicable laws and regulations governing the use of the Loan Funds as set forth in 24 CFR 570 et seq. (the "CDBG Regulations") and Section 2301 of Title III, Division B, of the Housing and Economic Recovery Act of 2008, Title XII, Division A, of the American Recovery and Reinvestment Act of 2009 (the "NSP2 Act"), and implementing regulations, including but not limited to 24 CFR 570 et seq., and applicable guidance, including but not limited to the Notices of Allocations, Application Procedures, Regulatory Waivers Granted to and Alternative Requirements for Emergency Assistance for Development of Abandoned and Foreclosed

Homes Grantees under HERA and such corrections (including, but not limited to, Docket Nos. FR-5255-N-01, FR-5255-N-02, FR-5321-N-03, FR-5435-N-01, and FR-5447-N-01), as amended (the "NSP2 Regulations"). In the event of any conflict between this NSP2 Loan Agreement and applicable laws and regulations governing the use of the NSP Loan, the applicable laws and regulations govern.

(a) The laws and regulations governing the use of the NSP2 Loan include (but are not limited to) the following:

(i) Environmental and Historic Preservation. 24 C.F.R. Part 58, which prescribes procedures for compliance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321-4361), and the additional laws and authorities listed at 24 C.F.R. 58.5.

(ii) Applicability of OMB Circulars. The applicable policies, guidelines, and requirements of OMB Circulars Nos. A-87, A-102, Revised, A-110, A-122, and A-133.

(iii) Debarred, Suspended or Ineligible Contractors. The prohibition on the use of debarred, suspended, or ineligible contractors set forth in 24 C.F.R. Part 24.

(iv) Civil Rights, Housing and Community Development, and Age Discrimination Acts.

(1) Compliance. BORROWER shall comply with the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973 (29 USC 794, et seq.); the Age Discrimination Act of 1975 (42 USC 6101, et seq.); Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 C.F.R. Part 107; Executive Order 11246 as amended by Executive Orders 11375, 12086, 11478, 12107; Executive Order 11625 as amended by Executive Order 12007; Executive Order 12432; Executive Order 12138 as amended by Executive Order 12608.

(2) Non-Discrimination. BORROWER shall comply with the non-discrimination in employment and contracting opportunities laws, regulations and executive orders referenced in 24 C.F.R. 570.607, as revised by Executive Order 13279, and the applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974, and may not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital status, or status with regard to public assistance. BORROWER shall take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. BORROWER shall post in

conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(3) Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 C.F.R. 570.601. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this NSP2 Loan Agreement, BORROWER shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that CITY and the United States are beneficiaries of and entitled to enforce such covenants. BORROWER, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

(v) Lead-Based Paint. The requirement of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35.

(vi) Relocation. The requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24 (as modified by the NSP2 Regulations); 24 C.F.R. 570.606; Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. 42 et seq.; and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Sections 6000 et seq., relating to the acquisition and disposition of all real property purchased with NSP2 Funds, and to the permanent or temporary displacement of persons, businesses, nonprofit organizations and farms occurring as a direct result of any predevelopment of real property made with NSP2 Funds, and state and local relocation laws. If, and to the extent that the predevelopment of the Property results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, then BORROWER shall comply with all applicable local, state, and federal statutes and regulations with respect to relocation planning, advisory assistance, and payment of monetary benefits. BORROWER shall prepare and submit a relocation plan to CITY for approval. BORROWER is solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws. BORROWER shall indemnify, defend (with counsel reasonably chosen by CITY), and hold harmless CITY, its council members, officers, representatives, agents, assigns and employees against all claims that arise out of relocation obligations to residential tenants, homeowners, or businesses permanently or temporarily displaced by the Property. The requirements in this subsection shall survive repayment of the NSP2 Loan and the reconveyance of the NSP2 Deed of Trust.

(vii) Discrimination against the Disabled. The requirements of the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and federal

regulations issued pursuant thereto, which prohibit discrimination against the disabled in any federally assisted program, the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and the applicable requirements of Title II and/or Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131 et seq.), and federal regulations issued pursuant thereto.\

(viii) Clean Air and Water Acts. The Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 1500, as amended from time to time.

(ix) Uniform Administrative Requirements. If applicable, the requirements of applicable sections of 24 C.F.R. Part 85, as amended from time-to-time, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" and 24 C.F.R. 570.502 regarding cost and auditing requirements.

(x) Training Opportunities. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"), requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the areas of the project. BORROWER agrees to include the following language in all subcontracts executed under this NSP2 Loan Agreement:

(1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(2) The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause; and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and

employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

(5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.

(6) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(7) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

(xi) Labor Standards. The labor requirements set forth in 24 C.F.R. Section 570.603; the prevailing wage requirements of the Davis-Bacon Act and implementing rules and regulations (40 U.S.C. 3141-3148); the Copeland "Anti-Kickback" Act (40 U.S.C. 276(c)) which requires that workers be paid at least once a week without any deductions or rebates except permissible deductions; the Contract Work Hours and Safety Standards Act – CWHSSA (40 U.S.C. 3701-3708) which requires that workers receive "overtime" compensation at a rate of 1-1/2 times their regular hourly wage after they have worked forty (40) hours in one (1) week; and Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and

procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

(xii) Drug Free Workplace. The requirements of the Drug Free Workplace Act of 1988 (P.L. 100-690) and implementing regulations at 24 C.F.R. Part 24.

(xiii) Anti-Lobbying; Disclosure Requirements. The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 C.F.R. Part 87.

(xiv) Historic Preservation. The historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. Section 470) and the procedures set forth in 36 C.F.R. Part 800. If archeological, cultural, or historic period resources are discovered during construction, all construction work must come to a halt and BORROWER shall immediately notify the County. BORROWER shall not shall alter or move the discovered material(s) until all appropriate procedures for "post-review discoveries" set forth in Section 106 of the National Historic Preservation Act have taken place, which include, but are not limited to, consultation with the California State Historic Preservation Officer and evaluation of the discovered material(s) by a qualified professional archeologist.

(xv) Flood Disaster Protection. The requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) (the "Flood Act"). No portion of the assistance provided under this NSP2 Loan Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of the Flood Act, for use in an area identified by HUD as having special flood hazards which is not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of the Flood Act. The use of any assistance provided under this NSP2 Loan Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program is subject to the mandatory purchase of flood insurance requirements of Section 102(a) of the Flood Act. If the Property is located in an area identified by HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., the property owner and its successors or assigns must obtain and maintain, during the ownership of the Property, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(s) of the Flood Act. Such provisions are required notwithstanding the fact that the construction on the Property is not itself funded with assistance provided under this NSP2 Loan Agreement.

(xvi) Procurement.

(1) Compliance. CITY has the right to require BORROWER to comply with any or all current CITY's NSP2 Policies and Procedures Manual concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property (as defined by CITY policy) as may be procured

with funds provided herein. All property assets (unexpended program income, property, equipment, etc.) shall revert to CITY upon termination of this NSP2 Loan Agreement.

(xvii) Documentation and Record-Keeping.

(1) Records to be Maintained. BORROWER shall maintain all records required by the federal regulations specified in 24 C.F.R. Part 570.506 and the NSP2 Regulations, and satisfactory to CITY staff, and that are pertinent to the activities to be funded under this NSP2 Loan Agreement. Such records include but are not be limited to:

(A) Records providing a full description of each activity undertaken;

(B) Certification executed by BORROWER, demonstrating that each activity undertaken meets one of the National Objectives of the CDBG and NSP2 Program;

(C) Records required to determine the eligibility of activities;

(D) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG and NSP2 assistance;

(E) Records documenting compliance with the fair housing and equal opportunity components of the CDBG and NSP2 Program;

(F) Records documenting compliance with the changes in use restrictions specified in 24 C.F.R. Part 570.505 (for any properties that are retained).

(G) Records as required by 24 C.F.R. Part 570.502, 24 C.F.R. 84.21-28 and OMB Circular A-110; and

(H) Other records necessary to document compliance with Subpart K of 24 C.F.R. 570 and the NSP2 Regulations.

(2) Insufficient Records. CITY shall notify BORROWER of any records it deems insufficient. BORROWER shall have thirty (30) calendar days after the receipt of such a notice to correct any deficiency in the records specified by CITY in such notice, or if a period longer than thirty (30) days is reasonably necessary to correct the deficiency, then BORROWER shall begin to correct the deficiency within thirty (30) days and correct the deficiency as soon as reasonably possible.

(3) Retention of Records. BORROWER shall retain all financial records, supporting documents, statistical records, and all other records

pertinent to services performed and expenditures incurred under this NSP2 Loan Agreement for a period of five (5) years after the termination of all activities funded under this NSP2 Loan Agreement, or after the resolution of all litigation, claims, federal audits, negotiation or other actions that involve any of the records cited, whichever occurs later. BORROWER shall retain records for non-expendable property acquired with funds under this NSP2 Loan Agreement for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment.

(4) National Objectives. Pursuant to subsection (1)(B) above, BORROWER shall execute and submit to CITY a certification for approval by CITY that the activities carried out with funds provided under this NSP2 Loan Agreement meet the low/moderate/middle income national objective under the NSP2 Program.

(5) Close-Outs. BORROWER's obligation to CITY does not end until all close-out requirements are completed. Close-out period requirements include, but are not limited to: submission of close-out report; making final payments; disposing of property assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to CITY); and determining the custodianship of records.

(6) Audits and Inspections. CITY shall notify BORROWER of any records it deems insufficient. BORROWER shall have fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by CITY in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then BORROWER shall begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

(xviii) Hatch Act. BORROWER agrees that no funds provided, nor personnel employed under this NSP2 Loan Agreement, shall be in any way, or to any extent engaged, in the conduct of political activities in violation of 5 U.S.C. 15.

(xix) Conflict of Interest. BORROWER agrees to abide by the provisions of 24 C.F.R. 84.42 and 24 C.F.R. 570.611 with respect to conflicts of interest, which include (but are not limited to) the following:

(1) BORROWER shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.

(2) No employee, officer or agent of BORROWER shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

(3) BORROWER covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which

would conflict in any manner or degree with the performance of services required under this NSP2 Loan Agreement. BORROWER further covenants that in the performance of this NSP2 Loan Agreement no person having such a financial interest shall be employed or retained by BORROWER hereunder.

(4) Except for approved eligible administrative or personnel costs, no person described in this subsection who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this NSP2 Loan Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. BORROWER shall exercise due diligence to ensure that the prohibition in this subsection is followed. The conflict of interest provisions of this subsection apply to any person who is an employee, agent, consultant, officer, or any immediate family member of such person, or any elected or appointed official of CITY, or any person related within the third (3rd) degree of such person.

(xx) Section 2304 Requirements. BORROWER shall comply with Section 2304 of Title III of Division B of the Housing and Economic Recovery Act of 2008, which states that no NSP2 Funds may be distributed to: (a) an organization that has been indicted for a violation under federal law relating to an election for federal office; or (b) an organization that employs applicable individuals. An "applicable individual" means an individual who has been indicted for a violation under federal law relating to an election for federal office and is: (a) employed by the organization in a permanent or temporary capacity or is contracted or retained by the organization; or (b) acting on behalf of, or with the express or apparent authority of the organization.

(xxi) Recovery of Capital Costs. BORROWER shall not attempt to recover any capital costs of public improvements assisted with CDBG or NSP2 Funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if NSP2 Funds are used to pay the proportion of a fee or assessment attributable to the capital costs of public improvements (assisted in part with NSP2 Funds) financed from other revenue sources, an assessment or charge may be made against the Property Parcel with respect to the public improvement financed by a source other than CDBG or NSP2 Funds.

(xxii) Subcontracts.

(1) Approvals. BORROWER may not enter into any subcontracts in an amount greater than Ten Thousand Dollars ($10,000) with any entity or individual in the performance of this NSP2 Loan Agreement without the written consent of CITY prior to the execution of such subcontract.

(2) Monitoring. BORROWER shall monitor all subcontracted services on a regular basis to assure contract compliance. BORROWER shall summarize the results of monitoring efforts in written reports that are supported by documented evidence of follow-up actions taken to correct any areas of noncompliance.

(3) Content. BORROWER shall cause all of the provisions of this NSP2 Loan Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this NSP2 Loan Agreement.

(4) Selection Process. BORROWER shall undertake to ensure that all subcontracts let in the performance of this NSP2 Loan Agreement are awarded on a fair and open competitive basis in accordance with applicable procurement requirements. BORROWER shall forward executed copies of all subcontracts to CITY along with documentation concerning the selection process.

(xxiii) Lobbying. BORROWER hereby certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of CITY, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of CITY, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(3) It will require that the following language be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly:

> "This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

(4) This certification is a material representation of fact upon which reliance was placed when this NSP2 Loan Agreement was made or entered

into. Submission of this certification is a prerequisite for making or entering into this NSP2 Loan Agreement imposed by 31 U.S.C. Section 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than Ten Thousand Dollars ($10,000) and not more than One Hundred Thousand Dollars ($100,000) for such failure.

(xxiv) Religious Organization. BORROWER agrees that funds provided under this NSP2 Loan Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 C.F.R. 570.200(j).

(xxv) Buy American. BORROWER shall comply with Section 1605 of the NSP2 Act which offers government-wide guidance at 2 CFR 176, with regards to the Buy American Program and the responsibilities and compliance requirements connected thereto. BORROWER assumes responsibility for the acts of its employees and sub-contractors as they relate to the procurement of building materials in connection to the "Buy American" Program.

(xxvi) HUD Regulations. Any other HUD regulations present or as may be amended, added, or waived in the future pertaining to the NSP2 Loan funds.

Section 2. Modification of the Note. The Note shall be endorsed to reflect the modifications below.

(a) Principal Amount. The Note is hereby modified to reflect that a portion of the principal amount of the New Loan and the Note is Six Hundred One Thousand Seven Hundred Twenty Three Dollars and No Cents ($601,723.00).

Section 3. Modification of the Deed of Trust. The Deed of Trust is hereby modified to reflect that the principal amount of the New Loan and the Note is Six Hundred One Thousand Seven Hundred Twenty Three Dollars and No Cents ($601,723.00). This Agreement shall be recorded to reflect this modification to the Deed of Trust. The Borrower shall pay at its sole expense for any endorsement to the City's title policy insuring the Deed of Trust to reflect such modification and to show the Deed of Trust retains the same lien priority despite such modification.

Section 4. Modification of the Regulatory Agreement. The Recitals of the Regulatory Agreement are hereby modified to reflect that the principal amount of the New Loan is Six Hundred One Thousand Seven Hundred Twenty Three Dollars and No Cents ($601,723.00).

Section 5. Full Force and Effect. Except as amended by this Agreement, the Loan Agreement, the Note, the Deed of Trust and the Regulatory Agreement remain unmodified and in full force and effect.

Section 6. Effective Date. This Agreement and the modifications described in this Agreement shall be effective on the date first set forth above.

Section 7. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.

Section 8. California Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 9. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute one and the same instrument.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this NSP2 Loan Agreement by its City Manager and attestation by its City Clerk by Resolution No. _____ adopted by the Council on the ____ day _____ of , _____, and BORROWER has caused this NSP2 Loan Agreement to be duly executed..

CITY:

CITY OF MODESTO, a municipal corporation

By: _____
James N. Holgersson, City Manager

Manager ATTEST:

By:_____
Stephanie Lopez, City Clerk

(SEAL)

APPROVED AS TO LEGAL FORM
Adam U. Lindgren, City Attorney

By: _____
Adam U. Lindgren, City Attorney

BORROWER:

SAHA:

Satellite Affordable Housing Associates, a California Nonprofit Public Benefit Corporation

By: _____
Susan Friedland, Executive Director

ABHOW:

American Baptist Homes of the West, a California Nonprofit Public Benefit Corporation

By:_____
David B. Ferguson, President and CEO

By:_____
Ancel Romero, Senior Vice President-Affordable Housing

PARTNERSHIP:

Tower Park L.P., a California Limited Partnership

By: Tower Park LLC, a California Limited Liability Company, its Managing General Partner

By: Satellite AHA Development Inc., a California Nonprofit Public Benefit Corporation, its Managing Member

By:_____
Susan Friedland, its Executive Director

By: Carmel Senior Housing Inc., a California Nonprofit Public Benefit Corporation, its Member

By:_____
S. Louise Rankin, its Secretary

EXHIBIT A

LEGAL DESCRIPTION

(701 15th Street)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MODESTO, COUNTY OF STANISLAUS, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

The portion of Lots 7 through 16 in Block 127 of the City of Modesto as per Map thereof filed December 21, 1942 in Volume 15 of Maps, Stanislaus County Records, described as follows:

BEGINNING at the north corner of said Lot 7, said point being on the southwesterly right of way line 80.00 feet wide 17th Street; thence South 43° 12' 09" East, 250.05 feet on said right-of-way line to the east corner of aforementioned Lot 16 and the northwesterly right-of-way line of 80 feet wide G Street; thence South 46° 49' 09" West 139.94 feet on said northwesterly right of way line to the South corner of said Lot 16 and the northeasterly line of the 20 feet wide alley through Block 127; thence North 43° 11'11" West 165.55 feet on said northeasterly alley line; thence leaving said northeasterly alley line, North 43° 11' 11" West 84.50 feet to the northwesterly line of aforementioned Lot 7; thence North 46° 49' 13" East 110.84 feet on the northwesterly line of said Lot 7 to the point of beginning.

APN: 106-006-013

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of) }

On _____ before me, _____

Date *Here Insert Name and Title of the Officer*

personally appeared _____

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

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Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

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☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
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- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
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Signer is Representing: _____

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City of Modesto Neighborhood Stabilization Program 2
Loan Agreement, dated as of December 11, 2012

CITY OF MODESTO NEIGHBORHOOD STABILIZATION PROGRAM 2
LOAN AGREEMENT

This CITY OF MODESTO NEIGHBORHOOD STABILIZATION PROGRAM 2 (hereafter referred to as "NSP2 Loan Agreement") is entered into this 11th day of December, 2012 (the "Effective Date"), by and between CITY OF MODESTO, a municipal corporation of the State of California ("CITY") and SATELLITE HOUSING, INC., a California nonprofit public benefit corporation ("Satellite") and AMERICAN BAPTIST HOMES OF THE WEST, a California nonprofit public benefit corporation, ("ABHOW" and collectively with Satellite referred to herein as "BORROWER").

RECITALS

WHEREAS, CITY has received Neighborhood Stabilization Program 2 ("NSP2") funds from the United States Department of Housing and Urban Development ("HUD") under Section 2301 of Title III, Division B, of the Housing and Economic Recovery Act of 2008, Title XII, Division A, of the American Recovery and Reinvestment Act of 2009 (the "NSP2 Act"), and implementing regulations, including but not limited to 24 CFR 570 et seq., and applicable guidance, including but not limited to the Notices of Allocations, Application Procedures, Regulatory Waivers Granted to and Alternative Requirements for Emergency Assistance for Development of Abandoned and Foreclosed Homes Grantees under HERA and such corrections (including, but not limited to, Docket Nos. FR-5255-N-01, FR-5255-N-02, FR-5321-N-03, FR-5435-N-01, and FR-5447-N-01), as amended (the "NSP2 Regulations"); and

WHEREAS, except as otherwise prescribed by the NSP2 Act and NSP2 Regulations, the statutory and regulatory provisions that govern the Community Development Block Grant ("CDBG") program under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended (including those at 24 C.F.R. part 570 subparts A, C, D, J, K, and O, as appropriate, apply with equal force to the NSP2 funds (the "CDBG Regulations"). Together, the NSP2 Act, NSP2 Regulations, and CDBG Regulations are the "NSP2 Requirements;" and

WHEREAS, pursuant to the NSP2 Requirements, CITY is authorized to provide the NSP2 funds to qualified developers or subrecipients to perform eligible activities under the NSP2 program in the City of Modesto; and

WHEREAS, BORROWER is a qualified developer for purposes of receipt and use of the NSP2 Funds; and

WHEREAS, pursuant to said NSP2, CITY is undertaking to fund certain programs, activities and services to promote affordable special needs rental housing for Very Low Income Households, as defined below, in the City of Modesto (the "NSP2 Program"); and

WHEREAS, BORROWER desires to perform predevelopment activities on real property commonly described as 17th and G Streets, Modesto, California 95353 (APN# 106-006-013 in

Census Tract 18.00) and more fully described as attached hereto as Exhibit A and made a part hereof (the "Property"); and

WHEREAS, BORROWER intends to construct forty-eight (48) rental housing units on the Property; and

WHEREAS, the Property is an Eligible Property as that term is defined in Section 2.1 herein and as used in the NSP2 Requirements and as defined and used in that certain agreement between CITY and BORROWER titled City of Modesto Neighborhood Stabilization Program 2 Memorandum of Understanding, dated _____, 2013 (the "MOU") the terms of which are incorporated herein by this reference, a true and correct copy of the MOU is attached herein as Exhibit D; and

WHEREAS, BORROWER intends to predevelop the Property and rent the Property as affordable rental housing to a Qualified Tenant as defined in Section 2.1, pursuant to the MOU and this NSP2 Loan Agreement; and

WHEREAS, CITY desires to loan BORROWER funds to assist in financing the predevelopment of the Property by BORROWER; provided, BORROWER rents the Property to Qualified Tenants; and

WHEREAS, CITY has conditionally agreed to make the loan to BORROWER in an amount not to exceed Two Hundred Fifty Thousand Dollars ($250,000) (the "NSP2 Loan") pursuant to, and with funds provided by the NSP2 Program in accordance with the NSP2 Requirements, and

WHEREAS, BORROWER acknowledges that CITY's desire to expand the inventory of affordable housing units available for rent to Very Low Income Households in the City of Modesto; and

WHEREAS, BORROWER acknowledges that CITY would not enter into this NSP2 Loan Agreement to loan NSP2 funds to BORROWER but for BORROWER's covenant and agreement to rent the Property to Qualified Tenants; and

WHEREAS, BORROWER shall execute a promissory note of even date herewith (the "NSP2 Note") consisting of a promissory note evidencing BORROWER's obligation to repay the NSP2 Loan. BORROWER shall execute a deed of trust of even date with this NSP2 Loan Agreement signed by BORROWER as Trustor in favor of CITY as beneficiary conveying BORROWER's interest in the Property as security for the NSP2 Loan as evidenced by the NSP2 Note (the "NSP2 Deed of Trust"). The NSP2 Deed of Trust shall be recorded against the Property as security for the NSP2 Note. BORROWER further agrees to execute a City of Modesto Neighborhood Stabilization Program 2 Regulatory Agreement (the "NSP2 Regulatory Agreement") containing covenants, conditions and restrictions regarding the rental and use of the Property. BORROWER agrees to be bound by all terms and conditions of the NSP2 Note, the NSP2 Deed of Trust, and the NSP2 Regulatory Agreement. This NSP2 Loan Agreement, the

NSP2 Note, the NSP2 Deed of Trust, and the NSP2 Regulatory Agreement are collectively referred to herein as the "NSP2 Loan Documents" and/or the "Loan Documents;" and

NOW, THEREFORE, CITY and BORROWER agree as follows:

SECTION 1. RECITALS.

The foregoing Recitals are part of this NSP2 Loan Agreement.

SECTION 2. DEFINITIONS AND EXHIBITS.

Section 2.1 Definitions. As used in this NSP2 Loan Agreement and in addition to the definitions set forth in the Recitals, the following terms shall have the respective meanings indicated opposite each of them:

(a) Abandoned Property. Abandoned Property shall mean real property located in the City of Modesto, County of Stanislaus improved with a home or residential structure meeting at least one of the following criteria : (a) a mortgage, tribal leasehold, or tax lien payment is at least ninety (90) days delinquent; (b) a code enforcement inspection has determined that the property is not habitable and the property owner has taken no corrective action within ninety (90) days of notification of the deficiency; or (c) the property is subject to a court ordered receivership or nuisance abatement order related to abandonment pursuant to state or local law or otherwise meets a state definition of abandoned home or residential property.

(b) Affordable Rent. Affordable Rent shall mean the maximum rent paid by an Very Low Income Household to occupy the Property pursuant to 24 CFR 92.252.

(c) Continued Affordability Period. Continued Affordability Period shall mean the period of no less than twenty (20) consecutive years from the date the NSP2 Regulatory Agreement is recorded against the Property.

(d) Eligible Property. Eligible Property shall mean an Abandoned Property, Foreclosed Property, or Vacant Property located in Census Tract 18.00 in the City of Modesto, County of Stanislaus improved with a permanent residential structure that is a single family home, townhouse, condominium unit, or multi-unit rental complex.

(e) Foreclosed Property. Foreclosed Property shall mean residential real property located in the City of Modesto, County of Stanislaus improved with a permanent residential structure that meets at least one (1) of the following criteria: (a) payment under any mortgage, deed of trust or equivalent is delinquent at least sixty (60) days under the Mortgage Bankers of America delinquency calculation and the property owner has received notification of the delinquency; (b) the property owner is ninety (90) days or more delinquent on tax payments; (c) foreclosure proceedings have been initiated or completed under state, local or tribal law; or (d) foreclosure proceedings have been completed and title to the property has been transferred to an intermediary aggregator or servicer that is not a NSP2 grantee, subrecipient, contractor, developer, or end user.

(f) Predevelopment Costs. Predevelopment Costs shall mean those "soft costs" paid by BORROWER to third-party providers, including without limitation, architectural design costs, payment of fees to obtain governmental approvals, cost of donated professional services, and other costs approved by CITY.

(g) Qualified Tenant. Qualified Tenant shall mean a person or household who (a) has "special needs," including mental health issues, chronic disabilities, HIV/AIDS, prison re-entry candidates, and an "elderly" or "senior citizen" resident of no less than sixty-two (62) years of age; (b) has been income qualified as an Very Low Income Household by BORROWER; (c) occupies or intends to occupy the Property as a primary residence; and (d) intends to pay Affordable Rent to BORROWER for the Property for the Continued Affordability Period.

(h) Vacant Property. Vacant Property shall mean improved real property located in the City of Modesto, County of Stanislaus that has been unoccupied for at least ninety (90) days and has no bona fide tenant with rights of occupancy.

(i) Very Low Income Household. Very Low Income Household shall mean a person or household whose annual income does not exceed fifty percent (50%) of area median income adjusted for family size based on guidelines published by HUD and used by City of Modesto.

(j) Term. Term shall have the meaning set forth in Section 3.2 below.

Section 2.2 Exhibits.

The following exhibits are attached to this NSP2 Loan Agreement and incorporated into this NSP2 Loan Agreement by this reference:

Exhibit A: Legal Description of the Property

Exhibit B: Project Budget

Exhibit C: Project Timeline

Exhibit D: City of Modesto Neighborhood Stabilization Program 2 Memorandum of Understanding ("MOU")

Exhibit E: NSP2 National Objectives Certification

SECTION 3. LOAN PROVISIONS.

Section 3.1 NSP2 Loan Amount.

CITY shall loan BORROWER the principal sum not to exceed Two Hundred Fifty Thousand Dollars ($250,000) (the "NSP2 Loan") subject to the terms and conditions set forth in this NSP2 Loan Agreement, Loan Documents, and MOU as defined herein.

Section 3.2 Term.

The Term of this NSP2 Loan Agreements shall commence on the Effective Date, and expires, unless sooner terminated in accordance with this NSP2 Loan Agreement on the ~~twentieth (20th) anniversary of the Effective Date, subject to any extension agreed to in writing~~ by CITY and BORROWER.

Section 3.3 Interest.

(a) Subject to the provisions of subsection (b) below, the outstanding principal balance of the Loan shall bear no interest.

(b) Upon the occurrence of an Event of Default, the NSP2 Loan will begin to accrue, as of the date of the Event of Default and continue until such time as the NSP2 Loan is repaid in full or the Event of Default is cured, at the default rate of ten percent (10%), simple interest annually.

Section 3.4 Use of NSP2 Loan Funds.

(a) BORROWER shall use the NSP2 Loan for predevelopment of the Property, consistent with the Project Budget, as attached hereto as Exhibit B.

(b) BORROWER shall not use the NSP2 Loan funds for any other purpose without the prior written consent of CITY.

(c) BORROWER shall comply with the MOU in the use of the NSP2 Loan funds.

Section 3.5 Security.

BORROWER shall secure its obligation to repay the NSP2 Loan as evidenced by the NSP2 Note, be executing the NSP2 Deed of Trust, and recording it as a lien against the Property, subject only to the lien of the NSP2 Regulatory Agreement to be recorded against the Property. The CITY agrees to subordinate the liens of the NSP2 Deed of Trust and/or the NSP2 Regulatory Agreement as reasonably necessary for the BORROWER to secure construction and/or permanent financing related to the Property, subject to the CITY's reasonable prior approval of the document effecting such subordination.

Section 3.6 Conditions Precedent to Disbursement of NSP2 Funds for Predevelopment Activities.

CITY shall have no commitment to BORROWER under this NSP2 Loan Agreement and shall have no obligation to disburse any NSP2 funds for the Predevelopment Costs of the Property unless and until BORROWER complies with and continues to satisfy the following conditions:

(a) The BORROWER has delivered to CITY and CITY has approved a Financing Proposal pursuant to Section 4.2 below, including a component detailing the Predevelopment Costs;

(b) CITY has approved the Project Budget, as attached hereto as Exhibit B or further amendments to the Project Budget, as applicable; and

(c) CITY has approved the Project Timeline, as attached hereto as Exhibit C or further amendments to the Project Timeline, as applicable; and

(d) BORROWER has delivered to CITY a copy of a resolution adopting by BORROWER's Board of Directors authorizing BORROWER's Executive Director, or his designee, to obtain the NSP2 Loan, execute the Loan Documents, and predevelop the Property, and execute any and all related documents on behalf of BORROWER; and

(e) BORROWER has executed and delivered to CITY all documents, instruments, and policies required under the NSP2 Loan Documents; and

(f) CITY has received a written draw request from BORROWER, including certification that the condition set forth in Section 3.6(g) continues to be satisfied, and setting forth the proposed uses of funds consistent with Predevelopment Costs previously approved by CITY, the amount of funds needed, and, where applicable, a copy of the bill or invoice covering the Predevelopment Costs incurred or to be incurred; and

(g) BORROWER has completed, executed and submitted to CITY a Request For Project Draw Down form, in a form acceptable to CITY, indicating BORROWER's request for disbursement of NSP2 Loan funds and setting forth the proposed use, the amount needed, and, where applicable, a copy of the billing or invoice covering the costs to be incurred. BORROWER agrees that no request for NSP2 Loan funds shall be submitted until the NSP2 Loan funds are needed for payment of eligible costs, and that each request shall be limited to the amount needed. BORROWER shall supply CITY other documentation or information as CITY in its discretion deems necessary to substantiate the amount and nature of the eligible cost(s). All disbursements are on a reimbursement basis only. BORROWER is required to have all work, purchases, and services completed prior to submittal of the required invoice form. If there is the need for an advance of NSP2 Loan funds, BORROWER shall submit a copy of any and all bids and cost estimates to CITY. Any and all advance disbursements of the NSP2 Loan funds by CITY shall be determined by CITY, in its sole discretion.

Section 3.7 Repayment.

The NSP2 Loan shall be repaid as follows:

(a) Provided that no Event of Default exists and the Property is rented to a Qualified Tenant in compliance with Section 5 below, CITY shall forgive the NSP2 Loan upon expiration of the Term.

(b) Subject to subsection (a) above, BORROWER shall pay all outstanding principal and accrued interest on the NSP2 Loan, in full, on the earliest to occur of (i) a Transfer, (ii) an Event of Default, and (iii) the expiration of the Term.

(c) BORROWER may prepay the NSP2 Loan at any time without premium or penalty. Regardless of any prepayment or Transfer, BORROWER acknowledges that the provisions of this NSP2 Loan Agreement, including but not limited to the requirement that the Property be rented to a Qualified Tenant, are applicable even if BORROWER has prepaid all or a portion of the NSP2 Loan amount.

Section 3.8 Non-Recourse.

Except as provided below, neither BORROWER, nor any general or limited partner of BORROWER, shall have any direct or indirect personal liability for payment of the principal of, and interest on, theNSP2 Loan or the performance of the covenants of BORROWER under the NSP2 Deed of Trust. Following recordation of the NSP2 Deed of Trust, the sole recourse of CITY with respect to the principal of, and interest on, the NSP2 Note and defaults by Borrower in the performance of its covenants under the NSP2 Deed of Trust shall be to the property described in the NSP2 Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability shall: (a) limit or impair the enforcement against all such security for the NSP2 Note of all the rights and remedies of CITY thereunder; or (b) be deemed in any way to impair the right of CITY to assert the unpaid principal amount of the NSP2 Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the NSP2 Note and the performance of BORROWER's obligations under the NSP2 Deed of Trust, except as hereafter set forth; nothing contained herein is intended to relieve BORROWER of its obligation to indemnify CITY under this NSP2 Loan Agreement, or liability for: (i) fraud or willful misrepresentation;(ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the NSP2 Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by Borrower other than in accordance with the NSP2 Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

SECTION 4. PREDEVELOPMENT ACTIVITIES.

Section 4.1 Predevelopment Activities.

(a) This Article 4 sets forth various predevelopment activities that BORROWER shall seek diligently and in good faith to perform and achieve. Satisfaction of these conditions depends on performance by BORROWER. Only CITY can waive satisfaction of the conditions in this Article 4.

(b) The tasks described below shall be completed no later than the dates set forth in the Project Timeline attached to this NSP2 Loan Agreement as Exhibit C, subject to force majeure pursuant to Section 31 below. At CITY's sole discretion, the Project Timeline may be modified in a writing executed by BORROWER and by CITY Manager, or his designee, on behalf of CITY without formal amendment of this NSP2 Loan Agreement.

(c) Without affecting the validity of the deadline for any particular condition set forth in this Article 4, all conditions set forth in this Article 4 shall be satisfied by not later than the date set forth in the Project Timeline, or else this NSP2 Loan Agreement may be terminated pursuant to Section 8, and CITY shall have the right and remedies set forth in Section 10.

Section 4.2 Financing Proposal.

(a) Within the time set forth in the Project Timeline, BORROWER shall submit to CITY a "Financing Proposal" for the Property. The Financing Proposal shall be BORROWER's then current estimate of costs for financing the construction of the Property. The Financing Proposal shall be based on the Project Budget attached to this NSP2 Loan Agreement as Exhibit B. CITY shall review the Financing Proposal and either approve or disapprove the Financing Proposal within thirty (30) days after receipt. Any disapproval shall state in writing the specific reasons for the disapproval and specify in reasonable detail all of the changes CITY requests be made in order to obtain approval. The BORROWER shall thereafter submit a revised Financing Proposal within thirty (30) days of notification of disapproval. CITY shall either approve or disapprove the submitted revised Financing Proposal within thirty (30) days of the date such revised Financing Proposal is received by CITY, and shall approve the revised Financing Proposal if the requested changes have been made.

(b) If CITY disapproves the revised Financing Proposal, this NSP2 Loan Agreement may be terminated by CITY pursuant to Section 8 below. Only upon CITY approval of the Financing Proposal shall the condition of Section 4.2(a) be deemed met. When, and if, a revised Financing Proposal has been approved, it shall form a part of this NSP2 Loan Agreement.

(c) The BORROWER shall submit any material revisions to an approved Financing Proposal to CITY for its review and approval, which approval shall not be unreasonably withheld. Any proposed revised Financing Proposal shall be considered and approved or disapproved by CITY in the same manner and according to the same timeframe set forth above for the initial Financing Proposal.

Section 4.3 Conceptual Site Plans.

(a) The BORROWER shall cause preparation by a licensed architect of a "Conceptual Site Plan" and proposed elevations for the Property. Within the time set forth in the Project Timeline, BORROWER shall submit such Conceptual Site Plan to CITY for review. The Conceptual Site Plan and the elevations shall describe the basic physical characteristics of the

Property that will serve as a basis for BORROWER's application for the any governmental approvals and for the preparation of the design documents and construction plans.

(b) The City shall review the Conceptual Site Plan and either approve or disapprove the Conceptual Site Plan within thirty (30) days after receipt. Any disapproval shall state in writing the specific reasons for the disapproval and specify in reasonable detail all of the changes CITY requests be made in order to obtain approval. The BORROWER shall thereafter submit a revised Conceptual Site Plan within thirty (30) days of notification of disapproval. The City shall either approve or disapprove the submitted revised Conceptual Site Plan within thirty (30) days of the date such revised Conceptual Site Plan is received by CITY, and shall approve the revised Conceptual Site Plan if the requested changes have been made.

(c) Only upon CITY approval of the Conceptual Site Plan shall the condition of this Section 4.3 be deemed met. If BORROWER fails to deliver such evidence within the time set forth in the Project Timeline the NSP2 Loan Agreement may be terminated by CITY pursuant to Section 8 below.

Section 4.4 Design Property Documents.

(a) The BORROWER shall cause preparation by a licensed architect of Design Property Documents ("Design Property Documents") for the Property. Within the time set forth in the Project Timeline, BORROWER shall submit such Design Property Documents to CITY for review. During the preparation of the Design Property Documents, BORROWER shall communicate and consult informally, and shall hold regular progress meetings, as frequently as necessary to ensure that the formal submittal of any plan or related document to CITY can receive prompt consideration. The Design Property Documents shall be consistent with and in substantial conformity with the Conceptual Site Plan. The Design Property Documents shall consist of drawings, outline specifications and other documents to fix and describe the size, quality, and character of the Property as to architectural and basic structural and mechanical systems. Specifically the Design Property Documents shall indicate estimated structural dimensions, and delineation of site features and elevations, materials and colors, landscaping and other features. Key details shall comply with CITY's development review requirements.

(b) CITY shall review the Design Property Documents and either approve or disapprove the Design Property Documents within thirty (30) days after receipt. Any disapproval shall state in writing the specific reasons for the disapproval and specify in reasonable detail all of the changes CITY requests be made in order to obtain approval. The BORROWER shall thereafter submit revised Design Property Documents within thirty (30) days of notification of disapproval. CITY shall either approve or disapprove the submitted revised Design Property Documents within thirty (30) days of the date such revised Design Property Documents are received by CITY, and shall approve the revised Design Property Documents if the requested changes have been made.

(c) Only upon CITY approval of Design Property Documents shall the condition of this Section 4.4 be deemed met. If BORROWER fails to deliver such evidence

within the time set forth in the Project Timeline, this NSP2 Loan Agreement may be terminated by CITY pursuant to Section 8 below.

Section 4.5 Periodic Reports.

Upon the request of CITY, but no less often than once a month, BORROWER shall submit progress reports of the predevelopment activities to CITY. CITY and BORROWER shall also meet as frequently as necessary, but no less often than monthly, for regular briefings and progress reports.

Section 4.6 BORROWER Supervision of Predevelopment Activities.

The BORROWER shall be solely responsible for all aspects of BORROWER's conduct in connection with the performance of the predevelopment activities, including (but not limited to) the quality and suitability of the plans and specifications, the supervision of work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, and consultants. Any review or inspection undertaken by CITY with reference to the predevelopment activities and the Property is solely for the purpose of determining whether BORROWER is properly discharging its obligations to CITY and should not be relied upon by BORROWER or by any third parties as a warranty or representation by CITY as to the quality of the design or construction of the Property.

SECTION 5. RENTAL OF THE PROPERTY.

Section 5.1 Rental of the Property.

Notwithstanding the provisions in this NSP2 Loan Agreement, BORROWER shall rent the Property to Qualified Tenants as follows:

(a) The Property shall be rented to Qualified Tenants pursuant to the term of a one-year lease, in a form approved by CITY.

(b) BORROWER shall rent no less than twenty-four (24) NSP assisted units located on the Property to Qualified Tenants during the Continued Affordability Period.

(c) The Qualified Tenant shall pay no more than the Affordable Rent to BORROWER during the Continued Affordability Period. The Affordable Rent shall be used by BORROWER to pay maintenance costs and property taxes of the Property. Subject to the rights of senior lenders, any remaining Affordable Rent following payment of the maintenance costs and property taxes of the Property shall be retained by BORROWER.

(d) BORROWER shall be solely responsible for maintenance and repair of the Property in accordance with CITY policies until the expiration of the NSP2 Regulatory Agreement.

(e) BORROWER shall be solely responsible for the payment of property taxes of the Property. In no event shall BORROWER permit a tax or delinquency lien to be secured against the Property.

SECTION 6. LOAN REQUIREMENTS. BORROWER'S OBLIGATIONS AND CONDITIONS

Section 6.1 Compliance with MOU.

BORROWER shall comply with the terms of the MOU and any breach under the MOU, subject to the notice and cure periods set forth in Section 8 below, is a Default under this NSP2 Loan Agreement. The MOU is hereby incorporated into this NSP2 Loan Agreement by this reference.

Section 6.2 Anti-Speculation Requirements.

BORROWER recognizes and acknowledges the importance of developing and maintaining affordable rental housing for Very Low Income Households to the general welfare of the City of Modesto. BORROWER covenants and agrees, for itself and its successors, assigns and transferees that each Eligible Property will be used exclusively for the operation of affordable rental housing for Very Low Income Households in accordance with the NSP2 Regulatory Agreement and not for any form of speculation and landholding. BORROWER understands and agrees that, without the advance written consent of CITY, BORROWER is prohibited from selling, transferring, conveying or assigning an Eligible Property or any interest therein.

Section 6.3 NSP2 Requirements.

BORROWER shall comply with all applicable laws and regulations governing the use of the NSP2 Funds as set forth in the NSP2 Requirements. In the event of any conflict between this NSP2 Loan Agreement, the NSP2 Note, the NSP2 Deed of Trust, or the NSP2 Regulatory Agreement, the NSP2 Requirements shall govern.

(a) The laws and regulations governing the use of the NSP2 Loan include (but are not limited to) the following:

(i) Environmental and Historic Preservation. 24 C.F.R. Part 58, which prescribes procedures for compliance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321-4361), and the additional laws and authorities listed at 24 C.F.R. 58.5.

(ii) Applicability of OMB Circulars. The applicable policies, guidelines, and requirements of OMB Circulars Nos. A-87, A-102, Revised, A-110, A-122, and A-133.

(iii) Debarred, Suspended or Ineligible Contractors. The prohibition on the use of debarred, suspended, or ineligible contractors set forth in 24 C.F.R. Part 24.

(iv) Civil Rights, Housing and Community Development, and Age Discrimination Acts.

(1) Compliance. BORROWER shall comply with the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973 (29 USC 794, et seq.); the Age Discrimination Act of 1975 (42 USC 6101, et seq.); Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 C.F.R. Part 107; Executive Order 11246 as amended by Executive Orders 11375, 12086, 11478, 12107; Executive Order 11625 as amended by Executive Order 12007; Executive Order 12432; Executive Order 12138 as amended by Executive Order 12608.

(2) Non-Discrimination. BORROWER shall comply with the non-discrimination in employment and contracting opportunities laws, regulations and executive orders referenced in 24 C.F.R. 570.607, as revised by Executive Order 13279, and the applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974, and may not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital status, or status with regard to public assistance. BORROWER shall take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. BORROWER shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(3) Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 C.F.R. 570.601. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this NSP2 Loan Agreement, BORROWER shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that CITY and the United States are beneficiaries of and entitled to enforce such covenants. BORROWER, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

(v) Lead-Based Paint. The requirement of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35.

(vi) Relocation. The requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24 (as modified by the NSP2 Requirements); 24

C.F.R. 570.606; Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. 42 et seq.; and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Sections 6000 et seq., relating to the acquisition and disposition of all real property purchased with NSP2 Funds, and to the permanent or temporary displacement of persons, businesses, nonprofit organizations and farms occurring as a direct result of any predevelopment of real property made with NSP2 Funds, and state and local relocation laws. If, and to the extent that the predevelopment of the Property results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, then BORROWER shall comply with all applicable local, state, and federal statutes and regulations with respect to relocation planning, advisory assistance, and payment of monetary benefits. BORROWER shall prepare and submit a relocation plan to CITY for approval. BORROWER is solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws. BORROWER shall indemnify, defend (with counsel reasonably chosen by CITY), and hold harmless CITY, its council members, officers, representatives, agents, assigns and employees against all claims that arise out of relocation obligations to residential tenants, homeowners, or businesses permanently or temporarily displaced by the Property. The requirements in this subsection shall survive repayment of the NSP2 Loan and the reconveyance of the NSP2 Deed of Trust.

(vii) Discrimination against the Disabled. The requirements of the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and federal regulations issued pursuant thereto, which prohibit discrimination against the disabled in any federally assisted program, the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and the applicable requirements of Title II and/or Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131 et seq.), and federal regulations issued pursuant thereto.\

(viii) Clean Air and Water Acts. The Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 1500, as amended from time to time.

(ix) Uniform Administrative Requirements. If applicable, the requirements of applicable sections of 24 C.F.R. Part 85, as amended from time-to-time, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" and 24 C.F.R. 570.502 regarding cost and auditing requirements.

(x) Training Opportunities. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"), requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the areas of the project. BORROWER agrees to include the following language in all subcontracts executed under this NSP2 Loan Agreement:

(1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(2) The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause; and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

(5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.

(6) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(7) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed

under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

(xi) Labor Standards. The labor requirements set forth in 24 C.F.R. Section 570.603; the prevailing wage requirements of the Davis-Bacon Act and implementing rules and regulations (40 U.S.C. 3141-3148); the Copeland "Anti-Kickback" Act (40 U.S.C. 276(c)) which requires that workers be paid at least once a week without any deductions or rebates except permissible deductions; the Contract Work Hours and Safety Standards Act – CWHSSA (40 U.S.C. 3701-3708) which requires that workers receive "overtime" compensation at a rate of 1-1/2 times their regular hourly wage after they have worked forty (40) hours in one (1) week; and Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

(xii) Drug Free Workplace. The requirements of the Drug Free Workplace Act of 1988 (P.L. 100-690) and implementing regulations at 24 C.F.R. Part 24.

(xiii) Anti-Lobbying; Disclosure Requirements. The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 C.F.R. Part 87.

(xiv) Historic Preservation. The historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. Section 470) and the procedures set forth in 36 C.F.R. Part 800. If archeological, cultural, or historic period resources are discovered during construction, all construction work must come to a halt and BORROWER shall immediately notify the County. BORROWER shall not shall alter or move the discovered material(s) until all appropriate procedures for "post-review discoveries" set forth in Section 106 of the National Historic Preservation Act have taken place, which include, but are not limited to, consultation with the California State Historic Preservation Officer and evaluation of the discovered material(s) by a qualified professional archeologist.

(xv) Flood Disaster Protection. The requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) (the "Flood Act"). No portion of the assistance provided under this NSP2 Loan Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of the Flood Act, for use in an area identified by HUD as having special flood hazards which is not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of the Flood Act. The use of any assistance provided under this NSP2 Loan Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program is subject to the mandatory purchase of flood insurance requirements of Section 102(a) of the Flood Act. If the Property is located in an area identified by HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., the property owner and its

successors or assigns must obtain and maintain, during the ownership of the Property, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(s) of the Flood Act. Such provisions are required notwithstanding the fact that the construction on the Property is not itself funded with assistance provided under this NSP2 Loan Agreement.

(xvi) Procurement.

(1) Compliance. CITY has the right to require BORROWER to comply with any or all current CITY's NSP2 Policies and Procedures Manual concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property (as defined by CITY policy) as may be procured with funds provided herein. All property assets (unexpended program income, property, equipment, etc.) shall revert to CITY upon termination of this NSP2 Loan Agreement.

(xvii) Documentation and Record-Keeping.

(1) Records to be Maintained. BORROWER shall maintain all records required by the federal regulations specified in 24 C.F.R. Part 570.506 and the NSP2 Requirements, and satisfactory to CITY staff, and that are pertinent to the activities to be funded under this NSP2 Loan Agreement. Such records include but are not be limited to:

(A) Records providing a full description of each activity undertaken;

(B) Certification executed by BORROWER in substantially the same form as attached as Exhibit E, demonstrating that each activity undertaken meets one of the National Objectives of the CDBG and NSP2 Program;

(C) Records required to determine the eligibility of activities;

(D) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG and NSP2 assistance;

(E) Records documenting compliance with the fair housing and equal opportunity components of the CDBG and NSP2 Program;

(F) Records documenting compliance with the changes in use restrictions specified in 24 C.F.R. Part 570.505 (for any properties that are retained).

(G) Records as required by 24 C.F.R. Part 570.502, 24 C.F.R. 84.21-28 and OMB Circular A-110; and

(H) Other records necessary to document compliance with Subpart K of 24 C.F.R. 570 and the NSP2 Requirements.

(2) Insufficient Records. CITY shall notify BORROWER of any records it deems insufficient. BORROWER shall have thirty (30) calendar days after the receipt of such a notice to correct any deficiency in the records specified by CITY in such notice, or if a period longer than thirty (30) days is reasonably necessary to correct the deficiency, then BORROWER shall begin to correct the deficiency within thirty (30) days and correct the deficiency as soon as reasonably possible.

(3) Retention of Records. BORROWER shall retain all financial records, supporting documents, statistical records, and all other records pertinent to services performed and expenditures incurred under this NSP2 Loan Agreement for a period of five (5) years after the termination of all activities funded under this NSP2 Loan Agreement, or after the resolution of all litigation, claims, federal audits, negotiation or other actions that involve any of the records cited, whichever occurs later. BORROWER shall retain records for non-expendable property acquired with funds under this NSP2 Loan Agreement for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment.

(4) National Objectives. Pursuant to subsection (1)(B) above, BORROWER shall execute and submit to CITY a certification in substantially the same form as attached as Exhibit E for approval by CITY that the activities carried out with funds provided under this NSP2 Loan Agreement meet the low/moderate/middle income national objective under the NSP2 Program.

(5) Close-Outs. BORROWER's obligation to CITY does not end until all close-out requirements are completed. Close-out period requirements include, but are not limited to: submission of close-out report; making final payments; disposing of property assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to CITY); and determining the custodianship of records.

(6) Audits and Inspections. CITY shall notify BORROWER of any records it deems insufficient. BORROWER shall have fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by CITY in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then BORROWER shall begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

(xviii) Hatch Act. BORROWER agrees that no funds provided, nor personnel employed under this NSP2 Loan Agreement, shall be in any way, or to any extent engaged, in the conduct of political activities in violation of 5 U.S.C. 15.

(xix) Conflict of Interest. BORROWER agrees to abide by the provisions of 24 C.F.R. 84.42 and 24 C.F.R. 570.611 with respect to conflicts of interest, which include (but are not limited to) the following:

(1) BORROWER shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.

(2) No employee, officer or agent of BORROWER shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

(3) BORROWER covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this NSP2 Loan Agreement. BORROWER further covenants that in the performance of this NSP2 Loan Agreement no person having such a financial interest shall be employed or retained by BORROWER hereunder.

(4) Except for approved eligible administrative or personnel costs, no person described in this subsection who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this NSP2 Loan Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. BORROWER shall exercise due diligence to ensure that the prohibition in this subsection is followed. The conflict of interest provisions of this subsection apply to any person who is an employee, agent, consultant, officer, or any immediate family member of such person, or any elected or appointed official of CITY, or any person related within the third (3rd) degree of such person.

(xx) Section 2304 Requirements. BORROWER shall comply with Section 2304 of Title III of Division B of the Housing and Economic Recovery Act of 2008, which states that no NSP2 Funds may be distributed to: (a) an organization that has been indicted for a violation under federal law relating to an election for federal office; or (b) an organization that employs applicable individuals. An "applicable individual" means an individual who has been indicted for a violation under federal law relating to an election for federal office and is: (a) employed by the organization in a permanent or temporary capacity or is contracted or retained by the organization; or (b) acting on behalf of, or with the express or apparent authority of the organization.

(xxi) Recovery of Capital Costs. BORROWER shall not attempt to recover any capital costs of public improvements assisted with CDBG or NSP2 Funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if NSP2 Funds are used to pay the proportion of a fee or assessment attributable to the capital costs of public improvements (assisted in part with NSP2 Funds) financed from other revenue sources, an assessment or charge may be made against the Property Parcel with respect to the public improvement financed by a source other than CDBG or NSP2 Funds.

(xxii) Subcontracts.

(1) Approvals. BORROWER may not enter into any subcontracts in an amount greater than Ten Thousand Dollars ($10,000) with any entity or individual in the performance of this NSP2 Loan Agreement without the written consent of CITY prior to the execution of such subcontract.

(2) Monitoring. BORROWER shall monitor all subcontracted services on a regular basis to assure contract compliance. BORROWER shall summarize the results of monitoring efforts in written reports that are supported by documented evidence of follow-up actions taken to correct any areas of noncompliance.

(3) Content. BORROWER shall cause all of the provisions of this NSP2 Loan Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this NSP2 Loan Agreement.

(4) Selection Process. BORROWER shall undertake to ensure that all subcontracts let in the performance of this NSP2 Loan Agreement are awarded on a fair and open competitive basis in accordance with applicable procurement requirements. BORROWER shall forward executed copies of all subcontracts to CITY along with documentation concerning the selection process.

(xxiii) Lobbying. BORROWER hereby certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of CITY, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of CITY, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(3) It will require that the following language be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly:

> "This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by

Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

(4) This certification is a material representation of fact upon which reliance was placed when this NSP2 Loan Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this NSP2 Loan Agreement imposed by 31 U.S.C. Section 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than Ten Thousand Dollars ($10,000) and not more than One Hundred Thousand Dollars ($100,000) for such failure.

(xxiv) Religious Organization. BORROWER agrees that funds provided under this NSP2 Loan Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 C.F.R. 570.200(j).

(xxv) Buy American. BORROWER shall comply with Section 1605 of the NSP2 Act which offers government-wide guidance at 2 CFR 176, with regards to the Buy American Program and the responsibilities and compliance requirements connected thereto. BORROWER assumes responsibility for the acts of its employees and sub-contractors as they relate to the procurement of building materials in connection to the "Buy American" Program.

(xxvi) HUD Regulations. Any other HUD regulations present or as may be amended, added, or waived in the future pertaining to the NSP2 Loan funds.

Section 6.4 Progress Reports.

Until such time as BORROWER has sold the Property, BORROWER shall provide CITY with certified quarterly progress reports regarding the status of its acquisition and rental.

Section 6.5 Environmental Indemnity.

As an inducement to CITY to enter into this NSP2 Loan Agreement, BORROWER agrees that from and after the close of escrow for purchase of the Property, BORROWER assumes the risk of and agrees to indemnify and hold CITY harmless, and to defend CITY against and from any and all claims, liabilities, judgments, damages, losses, administrative actions, litigation, response costs, penalties, expenses (including without limitation costs and attorneys' fees), or demands CITY might otherwise incur to any party, including any applicable federal, state or local governmental body which relate to the existence, presence, storage, lease, discharge, emission or disposal of hazardous and toxic materials or otherwise harmful substances of any kind whatsoever on, under or above the property or which come into contact with the property and affect other properties, regardless of when such condition came into existence. This indemnification shall attach and bind BORROWER under BORROWER's ownership of the Property and shall also serve, as between CITY and BORROWER, to fully insulate CITY from liability and responsibility under any future third party ownership of the Property to the fullest extent under applicable law.

Section 6.6 Inspections. Right of Access.

For purposes of assuring compliance with the Loan Documents, authorized representatives and agents of CITY shall have reasonable right of access to the Property, without charges or fees, to conduct inspection of the use, operation and maintenance of the Property.

Section 6.7 Tenant Displacement. Relocation.

In the event of a temporary displacement of any bona fide tenant occupying the Property, BORROWER shall comply with all applicable local, state and federal statutes and regulations with respect to tenant protection, relocation planning advisory assistance, and payment of monetary benefits. To the extent required by law or local ordinance, BORROWER shall be solely responsible for payment of any relocation benefits to any displaced person or persons and any other obligations associated with compliance with said tenant protection and/or relocation laws.

Section 6.8 Prohibition Against Transfer and Assignment of Agreement

(a) For purposes of this NSP2 Loan Agreement, "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of (i) any rights and/or duties under this NSP2 Loan Agreement, and/or (ii) any interest in the Property, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Property is transferred and BORROWER retains title. The term "Transfer" excludes the lease to a Qualified Tenant of the Property in compliance with the NSP2 Regulatory Agreement, and excludes a transfer of the Property and assignment of the Loan Documents to a nonprofit public benefit corporation affiliated with Satellite and/or ABHOW (including but not limited to Satellite Affordable Housing Associates, a California nonprofit public benefit corporation) or to a limited partnership of which Satellite, ABHOW, or an affiliated nonprofit public benefit corporation or limited liability company is the general partner or the managing general partner.

(b) No Transfer is permitted without the prior written consent of CITY, which CITY may withhold in its sole discretion. The NSP2 Loan will automatically accelerate and be due in full upon any Transfer made without the prior written consent of CITY.

(c) In the absence of specific written agreement by CITY, no Transfer or the approval thereof by CITY, shall be deemed to relieve BORROWER or any other party from any obligations under this NSP2 Loan Agreement.

(d) BORROWER acknowledges and understands in the event of a Transfer, without advance written consent of CITY, any proceeds received in excess of the unpaid balance of the NSP2 Loan is subject to recapture by CITY pursuant to regulations governing NSP2 funds.

Section 6.9 Obligation to Refrain from Discrimination.

BORROWER covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that there shall be no discrimination against or segregation of any person, or group of persons on account of race, color, creed, religion, sex, age, marital status, ancestry, national origin, physical handicap or other arbitrary factor in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or any part thereof, nor shall BORROWER itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property or any part thereof. The foregoing covenants shall run with the land and shall remain in effect in perpetuity. The NSP2 Regulatory Agreement shall contain appropriate reference and provision to carry out the purpose of this Section.

Section 6.10 Maintenance of the Property.

(a) BORROWER agrees to maintain the improvements and landscaping on the Property in a clean and orderly condition and in good condition and repair and keep the Property free from any accumulation of debris and waste materials If there arises a condition in contravention of this requirement, and if BORROWER has not cured such condition within thirty (30) days after receiving a CITY notice of such a condition, then in addition to any other rights available to CITY, CITY may perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Property, subject to the provisions provided in subsection (b) below.

(b) Subject to the requirements of senior lenders, and if economically feasible in CITY's judgment after consultation with BORROWER, if any improvement now or in the future on the Property is damaged or destroyed, then BORROWER shall, at its cost and expense, diligently undertake to repair or restore such improvement consistent with the plans and specifications approved by CITY with such changes as have been approved by CITY. Such work or repair is to be commenced no later than the later of one hundred twenty (120) days, or such longer period approved by CITY in writing, after the damage or loss occurs or thirty (30) days following receipt of the insurance proceeds, and is to be complete within one (1) year thereafter. Any insurance proceeds collected for such damage or destruction are to be applied to the cost of such repairs or restoration and, if such insurance proceeds are insufficient for such purpose, then BORROWER shall make up the deficiency. If BORROWER does not promptly make such repairs then any insurance proceeds collected for such damage or destruction are to be promptly delivered by BORROWER to CITY as a special repayment of the Loan, subject to the rights of any senior lenders, if any.

Section 6.11 Record Maintenance and Retentions.

BORROWER shall be accountable to CITY for all funds disbursed to BORROWER pursuant to this Loan Agreement. BORROWER shall maintain records that accurately and fully show the date, amount, purpose and payee of all expenditures incurred in the acquisition of the Property for a period of not fewer than five (5) years after the expiration of the Term.

Section 6.12 Books and Accounts.

BORROWER shall maintain complete books of accounts and other records for the project and for the use of the Loan Funds; including, but not limited to, records of preliminary notices, lien releases, invoices, receipts and certificates of insurance pertaining to the contractor and each subcontractor; and the same shall be available for inspection and copying by CITY upon reasonable notice to BORROWER.

Section 6.13 Fees and Taxes.

BORROWER is solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property, and shall pay such charges prior to delinquency. However, BORROWER is not required to pay and discharge any such charge so long as (i) the legality thereof is being contested diligently and in good faith and by appropriate proceedings, and (ii) if requested by CITY, BORROWER deposits with CITY any funds or other forms of assurance that the CITY in good faith from time to time determines appropriate to protect CITY from the consequences of the contest being unsuccessful.

Section 6.14 Notice of Litigation.

BORROWER shall promptly notify CITY in writing of any litigation that has the potential to materially affect BORROWER or the Property and of any claims or disputes that involve a material risk of such litigation.

Section 6.15 Insurance Requirements.

BORROWER shall provide at its own expense and maintain at all times through the term of the NSP2 Note, an all-risk property insurance policy with an insurance company licensed in the State of California insuring the Property in an amount equal to the full replacement value of the structures on the Property. The policy shall name CITY as loss payee and shall contain a statement of obligation on behalf of the insurer to notify CITY of any material change, cancellation or termination of coverage at least thirty (30) days in advance of the effective date of such material change, cancellation or termination. The notices required by the preceding sentence shall be given to the Risk Manager of the City of Modesto by certified mail, return receipt requested. BORROWER shall deliver a copy of the certificate of insurance and loss payee endorsement to the Risk Manager of the City of Modesto within (30) days of the Effective Date, and BORROWER shall annually deliver a copy of the certificate of insurance and a loss payee endorsement, signed by an authorized agent of the insurer setting forth the general provisions of coverage.

In addition, BORROWER shall provide at its own expense and maintain at all times through the term of the Note, the following insurance with insurance companies licensed in the State of California and shall provide written evidence of such insurance to the Risk Manager of the City of Modesto no later than the Effective Date, and annually thereafter within thirty (15) days of the renewal of such policies. The policies or certificates thereof shall provide that thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the City of Modesto by certified mail, return receipt requested, for all of the following stated insurance policies:

(a) General Liability insurance with a minimum limit of liability per occurrence of $1,000,000.00 for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. This insurance shall indicate on the certificate of insurance the following coverages and indicate the policy aggregate limit applying to: premises and operation; broad form contractual; independent consultants and subcontractors; products and completed operations as applicable.

(b) Worker's Compensation insurance in compliance with the statutes of the State of California, plus employer's liability with a minimum limit of liability of $1,000,000.00.

(c) Automobile Liability insurance with a minimum limit of liability per occurrence of $1,000,000.00 for bodily injury and property damage. This insurance shall cover any automobile used in the course and scope of BORROWER's business for bodily injury and property damage.

(d) Except for Workers Compensation, each policy of insurance shall name CITY, its agents, officers and employees as an additional insured. BORROWER shall provide CITY with separate endorsements evidencing proof of CITY's additional insured status as to both the general liability and automobile liability insurance policies. In addition, BORROWER shall provide CITY with a Workers Compensation subrogation waiver by way of a separate endorsement. All endorsements referenced above must include the applicable policy number. BORROWER shall deliver all certificates of the existence of insurance, loss payee endorsements and additional insured certificates to the Risk Manager of CITY on or before the Effective Date, and annually thereafter within thirty (30) days of the renewal of such policies, signed by an authorized agent of the insurance carrier setting forth the general provisions of coverage. BORROWER's insurance policies shall include a provision that the coverage is primary as respects to CITY and shall include no special limitations to coverage provided to additional insured; and shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager.

If at any time any of said policies shall be unsatisfactory to CITY, as to form or substance, or if a company issuing such policy shall be unsatisfactory to CITY, the BORROWER shall promptly obtain a new policy, submit the same to the Risk Manager for approval and submit a certificate thereof as hereinabove provided. Upon failure of the BORROWER to furnish, deliver or maintain such insurance and certificates as above provided, this NSP2 Loan Agreement, at the election of CITY, may be forthwith declared suspended or terminated. Failure of the BORROWER to obtain and/or maintain any required insurance shall not relieve the BORROWER from any liability under this NSP2 Loan Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the BORROWER concerning indemnification. The CITY, its agents, officers, employees and volunteers shall be named as an additional insured on all the insurance policies required herein, except the Workers Compensation. The Workers Compensation insurer shall agree to waive all rights of subrogation against

CITY, its agents, officers, employees and volunteers for losses arising from work performed by BORROWER for CITY or in relation to the project.

For any claims related to the Property or operation of the Property, BORROWER's insurance coverage shall be primary insurance as respects CITY, its agents, officers, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officers, employees or volunteers shall be excess of the BORROWER's insurance and shall not contribute with it.

Failure of BORROWER to obtain and/or maintain any required insurance shall not relieve BORROWER from any liability under this NSP2 Loan Agreement nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of BORROWER relating to indemnification.

SECTION 7. REPRESENTATIONS, WARRANTIES AND CERTIFICATIONS.

BORROWER represents, warrants, and certifies to CITY as follows:

Section 7.1 Organization. Each of ABHOW and Satellite is duly organized, validly existing and in good standing under the laws of the State of California and has the power and authority to own, operate and maintain the Property.

Section 7.2 Authority of BORROWER. BORROWER has full power and authority to execute and deliver this NSP2 Loan Agreement, the Regulatory Agreement all other Loan Documents or instruments executed and delivered, or to be executed and delivered, pursuant to this NSP2 Loan Agreement, and to perform and observe the terms and provisions of all of the above.

Section 7.3 Authority of Persons Executing Documents. The Loan Documents and all documents or instruments executed and delivered, or to be executed and delivered, pursuant to this NSP2 Loan Agreement, have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of BORROWER. All actions required under BORROWER's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this NSP2 Loan Agreement, the other Loan Documents and all documents or instruments executed and delivered, or to be executed and delivered, pursuant to this NSP2 Loan Agreement, have been duly taken.

Section 7.4 Valid Binding Agreements. The Loan Documents and all documents or instruments executed and delivered pursuant to or in connection with this NSP2 Loan Agreement constitute or, if not yet executed or delivered, will when so executed and delivered, constitute legal, valid and binding obligations of BORROWER, enforceable against BORROWER in accordance with their respective terms.

Section 7.5 No Breach of Law or Agreement. None of the execution or delivery of the Loan Documents or of any document or instrument executed and delivered, or to be executed or delivered, pursuant to this NSP2 Loan Agreement, or the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any

statute, rule or regulation, or any judgment, decree or order of any court, board, commission, or agency whatsoever binding on BORROWER or any provision of the organizational documents of BORROWER, will conflict with or constitute a breach of or a default under any agreement to which BORROWER is a party, or will result in the creation of imposition of any lien upon any assets or property of BORROWER, other than the liens approved by CITY.

Section 7.6 Compliance with Laws: Consents and Approvals. BORROWER will comply with all applicable laws, ordinances, rules and regulations of federal (including, but not limited, to the HUD Housing Quality Standards pursuant to 24 C.F.R. 887.109, Section 504 of the Rehabilitation Act of 1973 as amended and the American with Disabilities Act of 1992), state and local governments and agencies having jurisdiction over either BORROWER or the Property and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency including, but not limited, to the HUD Housing Quality Standards pursuant to 24 C.F.R. 92.251, 24 C.F.R. 887.109 and Section 504 of the Rehabilitation Act of 1973 as amended and the American with Disabilities Act of 1992.

Section 7.7 Permits. All permits, consents, permissions and licenses required by any federal, state or local government or agency to which BORROWER or the Property is subject, which may be necessary in relation to this NSP2 Loan Agreement or the development, construction, operation or ownership of the Property, at, prior, or subsequent to the commencement of construction, have been, or will be, obtained, and none of such consents, permissions and licenses are subject to appeal or to conditions which have not been met.

Section 7.8 Pending Proceedings. BORROWER is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of BORROWER, threatened against or affecting BORROWER or the Property, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to BORROWER, materially affect BORROWER's ability to operate the Property or repay the loan or impair the security to be given to CITY pursuant hereto.

Section 7.9 Hazardous Materials. BORROWER shall perform a due diligence review of the condition of the Property including a review to disclose the possible existence of asbestos, lead, and toxic or hazardous materials prior to the acquisition of the Property.

Section 7.10 Lobbying. No federally-appropriated funds have been paid or will be paid, by or on behalf of the undersigned, for lobbying the Executive or Legislative Branches of the federal government. (Refer to the Government-wide common rule governing the restrictions on lobbying, published as an interim rule on February 26, 1990, (F.R. 6736) and supplemented by a Notice published June 15, 1990 (55F.R.2440). For HUD, this rule is found at 24 C.F.R. Part 87.

Section 7.11 Violations of Law. BORROWER is not presently disbarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from covered transactions (see Title 24 C.F.R.24) by any federal department or agency; has not within a three (3) year period preceding this NSP2 Loan Agreement, been convicted of or had a civil judgment rendered

against it for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission or any of the offenses enumerated in this paragraph; and has not within a three (3) year period preceding this NSP2 Loan Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Section 7.12 Adequacy of Loan. The amount of the Loan, together with any funds to be provided by BORROWER or to BORROWER from any other source, is adequate to purchase the Property in accordance with this NSP2 Loan Agreement. BORROWER will be responsible for all construction and operational costs greater than the NSP2 Loan.

Section 7.13 Availability of Utilities. All utilities necessary for the operation of the Property are available at or within the boundaries of the Property and all steps necessary to assure that such utility services will be available upon occupancy.

Section 7.14 Title to Property. Upon recordation of the NSP2 Deed of Trust, BORROWER shall have good and marketable title to the Property.

Section 7.15 Conflicts of Interest. No board member, officer or employee of BORROWER shall have any personal interest, direct or indirect, in this NSP2 Loan Agreement or the Property. No board member, officer or employee of BORROWER shall have, receive, accept or derive any pecuniary interest, direct or indirect, from the NSP2 Loan or the acquisition or use of the Property.

Section 7.16 Eligible Property. The Property is an Eligible Property as defined in the MOU and as required by regulations and laws governing receipt and use of NSP2 Loan funds.

SECTION 8. EVENT OF DEFAULT.

The occurrence of any of the following shall constitute an "Event of Default" under this NSP2 Loan Agreement and the NSP2 Loan Documents, following notice to BORROWER by CITY, specifying (a) the applicable event; (b) the action required to cure the default; and (c) a date, which shall not be fewer than thirty (30) days after the date of notice is mailed to BORROWER, by which such action must be taken by BORROWER to cure the default, unless CITY extends the cure period.

(a) Performance of Obligations. BORROWER's default under any of the Loan Documents, or BORROWER's failure to perform its obligations under this NSP2 Loan Agreement within the cure period.

(b) Rental of Property. BORROWER rents the Property to a person who is not a Qualified Tenant.

(c) Transfer. BORROWER sells, transfers, conveys, assigns, encumbers or leases the Property, or any part thereof, without written consent of CITY.

(d) Insurance. BORROWER fails to obtain or maintain insurance coverage as required and specified in Section 6.15.

(e) Liens. Attachment of an involuntary lien or liens of any kind or character to the Property.

(f) Representation and Warranties. Any of BORROWER's representations, warranties or certifications herein were untrue when made by BORROWER and cease to be true thereafter;

(g) Voluntary Bankruptcy; Insolvency; Dissolution. BORROWER's (i) filing of a petition for relief under any state or federal law regarding bankruptcy, reorganization or other relief to debtors; (ii) filing any pleading in any involuntary proceeding under any state or federal law regarding bankruptcy, reorganization or other relief to debtors which admits the jurisdiction of the court or the petition's material allegations regarding BORROWER's insolvency; (iii) making a general assignment for the benefit of creditors; (iv) applying for, or the appointment of, a receiver, trustee, custodian or liquidator of BORROWER, or any of its properties; (v) inability or admission in writing of its inability to pay debts as they are due; or (6) filing by BORROWER of a petition seeking the liquidation or dissolution of BORROWER or the commencement of any other procedures to liquidate or dissolve BORROWER; or

(h) Involuntary Bankruptcy. BORROWER's failure to effect a full dismissal of any involuntary (i) petition under any state or federal law regarding bankruptcy., reorganization or other relief to debtor; (ii) proceeding for the appointment of a receiver, trustee or liquidator for BORROWER or all or a material part of the assets of BORROWER; or (iii) petition or proceeding under other state or federal law regarding bankruptcy, reorganization or other relief to debtors that is filed against BORROWER.

SECTION 9. NOTICE OF DEFAULT.

Upon the occurrence of an Event of Default, CITY shall give BORROWER written Notice of Default by specifying:

(a) The nature of the event, deficiency or noncompliance giving rise to the default; and

(b) The action required to cure the default if action to cure is possible; and

(c) A date, which shall be not fewer than thirty (30) calendar days from the date the written notice of default was provided to BORROWER, by which such action to cure must be taken. CITY, in its reasonable discretion, may provide additional time to cure if BORROWER has commenced and is diligently pursuing a cure in good faith.

If BORROWER fails to take corrective action to cure the default within the time specified, CITY may, without further notice, seek any remedies available under this MOU or applicable law.

SECTION 10. DEFAULT REMEDIES.

On the happening of an Event of Default under Section 8 of this NSP2 Loan Agreement, and the expiration of the applicable cure period, CITY's obligation to disburse proceeds of the NSP2 Loan shall terminate and CITY shall have the right to either apply all or part of the remaining proceeds of the NSP2 Loan to payment of accrued interest and principal due under any obligations of BORROWER hereunder. On the happening of an Event of Default, and the expiration of the applicable cure period, CITY may, in addition to other rights and remedies permitted by the NSP2 Loan Agreement or applicable law, proceed with any or all of the following remedies in any order or combination CITY may choose in its sole discretion:

(a) Terminate this NSP2 Loan Agreement in which event the entire unpaid principal amount under the NSP2 Note shall immediately become due and payable at the option of CITY; or

(b) Bring an action in equitable relief seeking specific performance by BORROWER of the terms and conditions of this NSP2 Loan Agreement or enjoining, abating, or preventing any violation of said terms and conditions of this MOU or seeking declaratory relief; or

(c) Institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this NSP2 Loan Agreement; or

(d) Initiate and pursue any private and/or judicial foreclosure action allowed under applicable law and the owner of sale provision in the NSP2 Deed of Trust; or

(e) Pursue any other remedy allowed at law or equity.

Nothing in this Section is intended or shall be construed as precluding CITY from proceeding with a non-judicial foreclosure under the power of sale contained in the NSP2 Deed of Trust in the event of default by BORROWER or its assignee.

SECTION 11. LEGAL ACTION OR OTHER ACTION TO ENFORCE AGREEMENT OR SEEK REMEDY.

In the event any party to this NSP2 Loan Agreement institutes a lawsuit or other action to enforce or interpret any part of this NSP2 Loan Agreement or the Loan Documents, or to seek a remedy for any breach of any Loan Document, the prevailing party shall recover, in addition to any other remedies, all costs of suit, including reasonable attorneys' fees (to include the reasonable costs of in-house attorneys) and costs.

SECTION 12. CONFLICTS OF INTEREST.

No member, official or employee of CITY shall have any personal interest, direct or indirect, in this NSP2 Loan Agreement, nor shall any such member, official or employee participate in any decision relating to this NSP2 Loan Agreement which affects his or her

personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

BORROWER warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this NSP2 Loan Agreement.

SECTION 13. NOTICES.

All notices pursuant to this NSP2 Loan Agreement shall be in writing and served on the other party (a) by personal delivery or (b) by certified mail, return receipt requested, to the respective addresses as set forth below. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

CITY: By Personal Delivery:

City of Modesto
Parks, Recreation & Neighborhoods Department
Attn: Director of Parks, Recreation, & Neighborhoods
1010 Tenth Street, Suite 4400
Modesto, CA 95354

By Mail:

City of Modesto
Parks, Recreation and Neighborhoods Department
P O Box 642
Modesto, CA 95353
Attn: Director of Parks, Recreation, & Neighborhoods

BORROWER: By Personal Delivery or Mail:

Satellite Housing, Inc.
1540 University Ave.
Berkeley, CA 94703-1422
Attn: Executive Director

American Baptist Homes of the West, Inc.
6120 Stoneridge Mall Road, 3rd Floor
Pleasanton, CA 94588
Attn: Senior Vice President

SECTION 14. INDEMNIFICATION.

BORROWER shall indemnify and hold CITY and its officers, agents, officials, and employees free and harmless against any losses, damages, liability, claims, demands, judgments,

actions, court costs, and legal or other expenses (including attorney's fees) which arise out of or in connection with Borrower's activities under this NSP2 Loan Agreement or the acquisition, use or operation of the Property. This indemnity obligation shall not extend to any claim arising from the gross negligence or willful misconduct of CITY, its officers, agents, officials and employees. The provisions of this Section shall survive the expiration of the term of this NSP2 Loan Agreement with respect to matters arising prior to the expiration of the term.

SECTION 15. PUBLICITY.

Any publicity generated by BORROWER for the Property funded herein during the term of this NSP2 Loan Agreement and for one year thereafter, shall make reference to the contribution of CITY in making the project possible. The words "City of Modesto, Parks, Recreation and Neighborhoods Department" shall be explicitly stated in any and all pieces of publicity, including, but not limited to, flyers, press releases, and posters.

SECTION 16. SUCCESSORS AND ASSIGNS.

The terms of this NSP2 Loan Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

SECTION 17. RELATIONSHIP OF PARTIES.

The relationship of BORROWER and CITY under the Loan Documents, is, and shall at all times remain, solely that of borrower and lender. CITY neither undertakes nor assumes any responsibility or duty to BORROWER or to any third party with respect to the Property, except expressly provided in the Loan Documents. Nothing contained in this NSP2 Loan Agreement shall be interpreted or understood by any of the parties, or by any third person, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between CITY and BORROWER or its agents, employees or contractors. Except as CITY may specify in writing, BORROWER shall have no authority to act as an agent of CITY or to bind CITY to any obligation.

SECTION 18. AMENDMENTS.

This NSP2 Loan Agreement, including other Loan Documents, shall not be altered or amended except in writing, signed by the parties. Any amendment or addendum to the Loan Documents shall expressly refer to the Loan Document being amended. BORROWER agrees that any other agreement entered into by BORROWER relating to the performance of this NSP2 Loan Agreement shall be subject to the written approval of CITY.

SECTION 19. NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS.

(a) No member, official, employee or agent of CITY shall be personally liable to BORROWER in the event of any default or breach by CITY or for any amount that may become due to BORROWER or any obligation under the terms of this NSP2 Loan Agreement.

(b) No member, official, employee or agent of BORROWER shall be personally liable to CITY the event of any default or breach by BORROWER or for any amount that may become due to CITY or any obligation under the terms of this NSP2 Loan Agreement.

SECTION 20. GOVERNING LAW.

The Loan Documents shall be governed by, and construed in accordance with, the laws of the State of California, except to the extent preempted by federal laws.

SECTION 21. VENUE.

Should either party institute suit or arbitration for enforcement or interpretation of any provision contained herein, the venue of such action shall be in Stanislaus County, California.

SECTION 22. SEVERABILITY.

If any provision of the Loan Documents shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that portion shall be deemed severed from the Loan Documents and the remaining parts shall remain in full force as though the invalid, illegal or unenforceable portion had never been part of the Loan Documents.

SECTION 23. RIGHTS CUMULATIVE. NO WAIVER.

All CITY's rights and remedies provided in the Loan Documents, granted by law or otherwise, are cumulative and, except as provided herein, may be exercised by CITY at any time. Any waiver by CITY of any obligation or condition in this NSP2 Loan Agreement must be in writing and shall be limited to its specific terms. No waiver will be implied from any delay or failure by CITY to take action on any breach or default of BORROWER or to pursue any remedy allowed hereunder or applicable law. Any extension of time granted to BORROWER to perform any obligation hereunder shall not operate as a waiver or release from any of its obligations under this NSP2 Loan Agreement. Consent by CITY to any act or omission by BORROWER shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for CITY's written consent to future waivers.

SECTION 24. TITLE OF PARTS AND SECTIONS.

Any titles of the sections or subsections of this NSP2 Loan Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

SECTION 25. LANGUAGE CONSTRUCTION.

The language of each and all paragraphs, terms and/or provisions of this NSP2 Loan Agreement, shall, in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any party hereto and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this NSP2 Loan Agreement.

SECTION 26. AUTHORITY OF THE PARTIES.

Each individual executing this NSP2 Loan Agreement on behalf of the respective parties represents and warrants that he/she is duly authorized to execute this NSP2 Loan Agreement on behalf of the respective parties.

SECTION 27. NO THIRD PARTIES BENEFITTED.

No person other than CITY and BORROWER and their permitted successors and assigns shall have any right of action under any of the Loan Documents.

SECTION 28. PARTIES BOUND; COVENANTS RUNNING WITH THE LAND; EFFECT AND DURATION OF COVENANTS.

Except as otherwise limited herein, the provisions of this NSP2 Loan Agreement shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, legal representatives, successors, transferees, and all assigns.

SECTION 29. NO ENCUMBRANCES.

Save and except the NSP2 Deed of Trust, BORROWER shall not create, permit, file or record against the Property without the prior written consent of CITY any deed of trust lien or other lien, inferior or superior to the lien of the NSP2 Deed of Trust in favor of CITY, other than liens for taxes not yet due and payable.

Any transaction in violation of this Section 29 will cause all indebtedness, irrespective of the maturity dates, at the option of CITY and without demand or notice, to be immediately due and payable to CITY.

SECTION 30. APPROVAL OF CITY COUNCIL.

This NSP2 Loan Agreement shall not be binding until approved by the City Council of the City of Modesto, as evidenced by a resolution adopted by the City Council.

SECTION 31. FORCE MAJEURE.

In addition to specific provisions of this NSP2 Loan Agreement, performance by either Party will not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; quarantine restrictions; freight embargoes; lack of transportation; or court order; or any other similar causes (other than lack of funds of BORROWER) beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any cause will be deemed granted if notice by the Party claiming such extension is sent to the other within ten (10) days from the commencement of the cause and such extension of time is not rejected in writing by the other Party within ten (10) days of receipt of the notice. In no event is CITY required to agree to cumulative delays in excess of one hundred eighty (180) days.

SECTION 32. MULTIPLE ORIGINALS; COUNTERPART.

This NSP2 Loan Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

SECTION 33. ENTIRE AGREEMENT.

This NSP2 Loan Agreement, and any exhibits attached hereto or documents referred to herein, constitute the sole and entire Agreement of the parties hereto with respect to the matters herein and correctly sets forth the rights, duties, and obligations of each to the other as of the date first written above.

SECTION 34. TIME.

Time is the essence of each item of the Loan Documents.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this Agreement by its City Manager and attestation by its City Clerk by Resolution No. 2012-521 adopted by the Council on the 11th day of December, 2012, and BORROWER has caused this Agreement to be duly executed.

CITY OF MODESTO, a municipal corporation

By _____
GREG NYHOFF
City Manager

SATELLITE HOUSING, INC., a California nonprofit public benefit corporation

By _____
Name: Dori Kojima
Title: Acting Executive Director

AMERICAN BAPTIST HOMES OF THE WEST, a California nonprofit public benefit corporation

By _____
Name: David A. Grant
Title: SVP & General Counsel

ATTEST:

By _____
STEPHANIE LOPEZ
City Clerk

(SEAL)

APPROVED AS TO LEGAL FORM:

SUSANA ALCALA WOOD, City Attorney

By _____
RICHARD B. EVANS
Senior Deputy City Attorney

APPROVED AS TO RISK MANAGEMENT:

By _____
MARY AKIN, Risk Manager

EXHIBIT A

Legal Description of Property

All that property situated in the City of Modesto, County of Stanislaus, described as follows:

APN: 106-006-013

EXHIBIT B

Project Budget

Sources of Funds	Permanent	During Const.	Rate
Tax Exempt Construction Loan		7,842,056	6.00%
HUD Capital 202 Advance	6,223,288	0	
Fed Home LBSF AHP	423,000	423,000	0.00%
City of Modesto	2,400,000	2,457,401	3.00%
City HOME	300,000	300,000	3.00%
Investor Capital Contributions	3,892,608	500,000	
Sponsor Equity/Deferred Developer Fee	8,524		
TOTAL SOURCES	13,247,420	11,522,457	

Uses of Funds	Total Cost	During Construction	Basis for Credit
LAND COST/ACQUISITION			
Land Cost or Value	1	1	
Demolition	15,000	15,000	
Total Land Cost or Value	15,001		
Holding Costs	0	0	0
Off-Site Improvements*	50,000	50,000	50,000
Total Acquisition Cost	65,001	65,001	50,000
NEW CONSTRUCTION			
Site Work	475,000	475,000	475,000
Structures	6,350,000	6,350,000	6,350,000
Overhead/Profit/Insurance/Bond	618,750	618,750	618,750
Photovoltaic System	300,000	300,000	300,000
Total New Construction Costs	7,743,750	7,743,750	7,743,750
ARCHITECTURAL FEES			
Design	387,188	387,188	387,188
Supervision	193,594	193,594	193,594
Printing	30,000	30,000	30,000
Total Architectural Costs	610,781	610,781	610,781
Survey and Engineering	90,000	90,000	90,000
CONSTR. INTEREST & FEES			
Const. Loan Interest (Conventional)	470,523	470,523	216,441
Origination Fee	78,421	78,421	78,421
Bond Counsel	50,000	50,000	
Bond Issuer Costs	200,000	200,000	
Construction Lender Fees	20,000	20,000	20,000
Taxes		0	0
Builder's Risk Insurance	75,000	75,000	75,000
Title and Recording	30,000	30,000	30,000
Total Construction Interest and Fees	923,944	923,944	419,861
PERMANENT FINANCING			
Loan Fees	0	0	
Rate Lock Fee	0	0	
Title and Recording	15,000		
Other	0	0	
Total Permanent Financing Costs	15,000	0	
LEGAL FEES			
Lender Legal Costs Paid by Applicant	55,000	55,000	55,000
Other - Owner Legal (includes closing and owner entity forma	45,000	45,000	45,000
Total Attorney Costs	100,000	100,000	100,000

RESERVES			
Capitalized Partnership Fee	150,000		
Capitalized Operating Reserves per TCAC	114,963		
Capitalized Asset Management Fee per TCAC	75,000		
Capitalized Annual Issuer Fee	60,000		
Total Reserve Costs	399,963	0	
Total Appraisal Costs	15,000	15,000	15,000
Total Construction Contingency Costs (10%)	779,375	779,375	779,375
OTHER			
Tax Credit App./Alloc./Monitoring fees	60,606	60,606	
Environmental Audit	15,000	15,000	15,000
Local Development Impact Fees	400,000	400,000	400,000
Permit Processing Fees	150,000	150,000	150,000
Market Study	15,000	15,000	0
Marketing and Rent-Up	60,000	60,000	0
Furnishings	45,000	45,000	45,000
Construction consultant	24,000	24,000	24,000
HUD Minimum Capital Investment	10,000		
Soft Cost Contingency	200,000	200,000	200,000
Security during construction	30,000		
Total Other Costs	979,606	969,606	834,000
Total Project Cost	11,722,420	11,297,457	10,642,768
DEVELOPER COSTS			
Developer Overhead/ Equity	1,400,000	200,000	1,400,000
Consultant/ Processing Agent			
Project Administration			
Total Developer Costs	1,400,000	200,000	1,400,000
TOTAL PROJECT COST	13,122,420	11,497,457	12,042,768
Syndication Costs			
Legal - Syndication	50,000		
Audit	25,000		
Consultant - Syndication	50,000	25,000	
Bridge Loan Interest	0	0	
Total Syndication Costs	125,000	25,000	
TOTAL PROJECT COSTS INCL. SYNDICATION	13,247,420	11,522,457	12,042,768

EXHIBIT C

Project Timeline

TOWER PARK SENIOR APARTMENTS

Project Milestone	Initiation Date	Completion Date
Site Control/ENA/DDA	Oct-09	Feb-11
Local funding commitment needed	Dec-11	Feb-11
HUD 202 Application submittal	Jan-11	Mar-11
Planning Submittal	Mar-11	Aug-11
HUD 202 Award		Jun-11
AHP Application	Feb-11	Apr-11
AHP Award		Jun-11
Design Development Phase	Sep-11	Dec-11
Construction Documents Phase	Jan-12	May-12
Tax Credit investor secured		May-12
CDLAC Tax Exempt Bond Application	Mar-12	Apr-12
Plan check and Bldg Permit application	May-12	Jul-12
Construction Bids received		Jun-12
Building Permit Awarded		Jul-12
HUD Firm Application Submitted		Jun-12
Tax Credit Application		Jul-12
HUD Firm Commitment		Dec-12
Construction closing - City and AHP funds disbursed for closing		Dec-12
Start Construction		Jan-12
Construction Completion		May-13
HUD Final Closing		Nov-13
Receipt of 8609		Mar-14

EXHIBIT D

City of Modesto Neighborhood Stabilization Program 2 Memorandum of Understanding

EXHIBIT E

NSP2 National Objectives Certification

Exhibit E

MODESTO
CALIFORNIA

CERTIFICATION OF NATIONAL OBJECTIVE

This Certification demonstrates that each activity undertaken by Satellite Housing and American Baptist Homes meets at least one of the National Objectives of the CDBG/NSP2 Program (listed below). Please note that the National Objectives listed below consist of the objectives that apply specifically to the goals outlined by the City of Modesto's NSP2 Grant. Should the need arise where one of the additional National Objectives not listed below will need to be performed by Satellite Housing and American Baptist Homes, this document along with the referencing MOU will need to be amended.

CHECK ALL THAT APPLY:

	Eligible Use	Eligible Activity	Specific Activity		National Objective	Meeting the National Objective
☐	(B) Acquisition & Rehabilitation	Acquisition	Acquire a property and take no further action except to rent or sell it	☐	LMMH	Rent or sell the residential property to a family at or below 120% AMI
				☐	25% Set-Aside	Rent or sell the residential property to a family at or below 50% AMI
☐	(B) Acquisition & Rehabilitation	Acquisition, Rehabilitation, Homeownership Assistance, Homebuyer Counseling	Acquire & Rehabilitate a property and rent or sell it	☐	LMMH	Rent or sell the residential property to family at or below 120%
				☐	25% Set-Aside	Rent or sell the residential property to a family at or below 50% AMI
X	(E) Redevelopment	Acquisition, New Construction, Homeownership Assistance, Homebuyer Counseling	Acquire vacant land and construct a new structure on it	X	LMMH	Rent or sell the residential property to a family at or below 120% AMI
				X	25% Set-Aside	Rent or sell the residential property to a family at or below 50% AMI
☐	(E) Redevelopment	New Construction, Homeownership Assistance, Homebuyer Counseling	Reconstruct a new structure on the site of a structure that the grantee demolished	☐	LMMH	Rent or sell the residential property to a family at or below 120% AMI
				☐	25% Set-Aside	Rent or sell the residential property to a family at or below 50% AMI

** For additional information on all NSP National Objectives please reference the NSP Policy Alert dated August 16, 2012 or the NSP TA website at https://hudnsphelp.info/*

(Developer/Subrecipient) — Date: 12/31/12

City of Modesto — Date: 1-15-13

First Amendment to City of Modesto Neighborhood Stabilization Program 2
Loan Agreement dated as of November 24, 2014

FIRST AMENDMENT TO CITY OF MODESTO NSP2 LOAN AGREEMENT

This First Amendment to City of Modesto NSP2 Loan Agreement (hereafter "Amendment") is made on November 24, 2014 with reference to the CITY OF MODESTO NEIGHBORHOOD STABILIZATION PROGRAM 2 LOAN AGREEMENT dated as of December 11, 2012 (the "Agreement") between CITY OF MODESTO, a municipal corporation (designated therein and herein as "City") and SATELLITE AFFORDABLE HOUSING ASSOCIATES, a California nonprofit public benefit corporation (as successor to Satellite Housing, Inc.) and AMERICAN BAPTIST HOMES OF THE WEST, a California nonprofit public benefit corporation (collectively designated therein and herein as "Borrower"), both collectively referred to as the "Parties." A true and correct copy of the Agreement is attached hereto as Exhbit"LA-__") and incorporated herein by this reference.

This Amendment is made with reference to the following recitals:

WHEREAS, Section 18, "Amendments" of the Agreement provides that any amendment to the Agreement shall be in writing, signed by the Parties and shall expressly refer to the Agreement, and

WHEREAS, the Borrower anticipates syndicating the low income housing tax credits that will be generated by the Project, which syndication will require assignment of the Loan Documents to a limited partnership, with the Borrower or a non-profit entity controlled by the Borrower as the General Partner; and

WHEREAS, City and Borrower desire to enter into this Amendment to: (1) revise the repayment provisions of the Agreement; (2) provide specified protections for the anticipated investor limited partner of a tax credit partnership, formed to qualify for low income housing tax credit financing, and

NOW, THEREFORE, in consideration of this Amendment and the mutual promises and covenants contained in the Agreement, City and Borrower agree as follows:

1. City and Borrower agree that each of the recitals set forth above is true and correct and shall be part of this Amendment.

2. Section 3.7(a) of the Agreement is hereby amended and restated to read as follows:

"Section 3.7 Repayment.

The NSP2 Loan shall be repaid as follows:

(a) All accrued interest, current interest and principal on the NSP2 Note shall be repaid from the "Annual Payment Amount" which is fifty percent (50%) of the "Residual Receipts" (as defined below) for the Project. The Annual Payment Amount shall be used to make payments on the NSP2 Note. Payments, if any, shall be made on an annual basis, beginning on the later to occur of (i) the date one hundred fifty (150) days after the end of the fiscal year first following the date the final occupancy permit is issued for the Project, or (ii) May 1, 2015 and each anniversary thereafter.

"Residual Receipts" shall mean the sum of money computed on a 12 month basis based on the Borrower's fiscal year as follows:

(1) All rents, revenues, consideration or income (of any form but excluding security deposits) derived by Borrower in connection with or relating to the ownership or operation of the Project, including any excess or additional revenue derived from any refinancing of the Project (i.e., any amount which exceeds the outstanding balance of the original debt being refinanced, plus any refinancing or closing costs relating to such refinancing) but less all of the following: (i) all customary and reasonable costs and expenses in connection with the operation and maintenance of the Project; (ii) a property management fee of not more than 12 % of Gross Revenue, as approved by City; (iii) principal and interest paid by Borrower on account of any loan(s) or other obligations approved by City or evidenced by this Note; (iv) amounts (previously approved by City) expended to restore the Project after a casualty loss or condemnation; (v) reasonable and customary cost for accounting and auditing the books and records of the Project; (vi) an administrative or asset management fee charged by a tax credit investment partner ("Investor Asset Management Fee") not to exceed $7,500; (vii) amounts (previously approved by City) reserved by Borrower as an operating contingency reserve account and a replacement reserve account, an asset management reserve account, a supportive services reserve account, and a replacement reserve account (and deposited in an account approved by City) and other reserves required by any senior lender or tax credit investment partner for the Project; (viii) a partnership management fee charged by the general partner of Borrower not exceed $25,000; (ix) any deferred developer fee payments; (x) and up to 100% of the costs (salary and benefits) of a full-time resource coordinator who will provide social services coordination for the residents of the Project.

(2) Notwithstanding the generality of the foregoing; the depreciation, cost recovery, amortization and similar items which do not involve the expenditure of cash

are not expenses or deductible in computing Residual Receipts.

Borrower shall submit to City annually, within one hundred fifty (150) days after the end of each fiscal year following the date final occupancy permit for the Project is issued, a statement of the basis for calculation of the amount of the payment or nonpayment. An annual "audited financial statement" for the Project, prepared by a certified public accountant approved by City, shall accompany each such statement, together with the annual tax return of Borrower.

All Annual Payment Amounts shall be applied first to accrued interest, next to current interest, and then to outstanding principal balance.

(b) Subject to subsection (a) above, BORROWER shall pay all outstanding principal and accrued interest on the NSP2 Loan, in full, on the earliest to occur of (i) a Transfer, (ii) an Event of Default, and (iii) within fifty-five (55) years of the date Borrower receives from City the final occupancy permit for the Project.

(c) BORROWER may prepay the NSP2 Loan at any time without premium or penalty. Regardless of any prepayment or Transfer, BORROWER acknowledges that the provisions of this NSP2 Loan Agreement, including but not limited to the requirement that the Property be rented to a Qualified Tenant, are applicable even if BORROWER has prepaid all or a portion of the NSP2 Loan amount."

3. Section 6.8, "Prohibition Against Transfer and Assignment of Agreement." is amended to add subsection (e)-(h) to read as follows:

"e. The term "Transfer" excludes the lease to a qualified tenant of the Property in compliance with the NSP2 Regulatory Agreement, and excludes a transfer of the Property and assignment of the Loan Documents to a nonprofit public benefit corporation affiliated with SAHA and/or ABHOW or to a limited partnership of which SAHA, ABHOW, or an affiliated nonprofit public benefit corporation or limited liability company is the general partner or the managing general partner.

f. In the event the Borrower syndicates low income housing tax credits generated by the Project and assigns the Loan Documents to a limited partnership (the "Partnership"), the City hereby approves future Transfers of the limited partner interest in the Partnership provided that: (1) such Transfers do not affect the timing and amount of the limited partner capital contributions provided for in the Partnership agreement approved by the City; (2) in subsequent Transfers, a wholly owned affiliate of the initial limited partner retains a membership or partnership interest and serves as a

managing member or managing general partner of the successor limited partner; and (3) in subsequent Transfers the initial limited partner remains liable for all unpaid capital contributions.

g. In the event the Borrower syndicates low income housing tax credits generated by the Project and assigns the Loan Documents to the Partnership, the City hereby approves a Transfer of the Property from the Partnership to Borrower or a controlled non-profit affiliate of Borrower, and an assumption of the Loan Documents by such transferee at the end of the fifteen (15)-year compliance period as described in Section 42(i)(1) of the Internal Revenue Code of 1986 (26 USC 42 (i)(1)), pursuant to an option agreement as described in the Partnership's partnership agreement, provided that the transferee expressly assumes the obligations of the Partnership under the Loan Documents, utilizing a form of assignment and assumption agreement to be provided by the City.

h. In the event the Borrower syndicates low income housing tax credits generated by the Project and assigns the Loan Documents to the Partnership and in the event the general partner of the Partnership is removed by the limited partner of Partnership for cause following default under the Partnership agreement, the City hereby approves the Transfer of the general partner interest to a 501(c)(3) tax exempt nonprofit corporation selected by the limited partner and approved by the City, which approval shall not be withheld unreasonably."

4. Section 13, "NOTICES.", of the Agreement is amended to revise the notice to Borrower and add the following:

"Borrower:

Satellite Affordable Housing Associates
1540 University Ave.
Berkeley, CA 94703-1422
Attn: Executive Director

American Baptist Homes of the West, Inc.
6120 Stoneridge Mall Road, 3rd Floor
Pleasanton, CA 94588
Attn: Senior Vice President

and if to Borrower with copies to:

Wells Fargo Affordable Housing
Community Development Corporation
MAC D1053-170
301 South College Street
Charlotte, NC 28288
Attn: Director of Tax Credit Asset Management

and

Sidley Austin LLP
One South Dearborn Street
Chicago, IL 60603
Attention: Philip C. Spahn"

5. Section 35, "ASSIGNMENT BY BORROWER.", is hereby added to the Agreement to read as follows:

"SECTION 35. ASSIGNMENT BY BORROWER.

If and when the Borrower assigns the NSP2 Loan to a limited partnership to qualify for low income housing tax credit financing, the City agrees to the following provisions for the benefit of the Borrower's investor limited partner (the "Investor Limited Partner"):

The City will give the Investor Limited Partner a copy of any written notice (at the address provided by the Investor Limited Partner to the City) that the City gives to Borrower under this Agreement and the other Loan Documents;

The City will give the Investor Limited Partner ten (10) days after the Investor Limited Partner's receipt of such notice to cure a non-payment of any sum due under the Loan Documents;

The City will give the Investor Limited Partner thirty (30) days after the Investor Limited Partner's receipt of such notice to cure any other default under this Agreement and other Loan Documents;

If a default is incapable of being cured within thirty days, the City will give the Investor Limited Partner sixty (60) days to cure such default provided the Investor Limited Partner has commenced to cure such default and is diligently proceeding to cure such default through the end of such period;

If the Investor Limited Partner makes any such payment or otherwise cures such default, the City will accept such action as curing such Default as if such payment or cure were made by Borrower;

~~The City will permit insurance and condemnation proceeds to be used to rebuild~~ the Development provided that: (1) sufficient funds are provided from other sources to effectively rebuild the Affordable Development to a lawful multifamily housing complex, and (2) subject to the rights of any senior lenders, the City shall hold all such proceeds and disburse them based on the progress of construction, subject to such additional reasonable conditions as the City may impose."

6. Full Force and Effect. Except as herein amended, the provisions of the Agreement as amended by the Amendment are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

BORROWER:

SAHA:

Satellite Affordable Housing Associates, a California nonprofit public benefit corporation

By: _____
Susan Friedland, Executive Director

ABHOW:

American Baptist Homes of the West, a California nonprofit public benefit corporation

By: _____
David B. Ferguson, President and CEO

By: _____
Ancel Romero, Senior Vice President-Affordable Housing

[City Signature Page Follows]

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2014-444 adopted by the Council of the City of Modesto on the 4 day of November, 2014, and BORROWER has caused this Agreement to be duly executed.

CITY OF MODESTO, a municipal corporation

By: _____
James N. Holgersson, City Manager

ATTEST:

By: _____
Stephanie Lopez, City Clerk

(SEAL)

APPROVED AS TO LEGAL FORM
Adam U. Lindgren, City Attorney

By: _____ for
Adam U. Lindgren, City Attorney

APPROVED AS TO RISK MANAGEMENT:

By: _____
Name: Beverly Jensen
for Risk Manager

Promissory Note, dated as of December 11, 2012

CITY OF MODESTO
NEIGHBORHOOD STABILIZATION PROGRAM 2

PROMISSORY NOTE

(Tower Park Apartments)

$250,000 — December 11, 2012 **(Date)**

FOR VALUE RECEIVED, the undersigned SATELLITE HOUSING, INC., a California nonprofit public benefit corporation ("Satellite") and AMERICAN BAPTIST HOMES OF THE WEST, a California nonprofit public benefit corporation, ("ABHOW" and collectively with Satellite Housing referred to herein as the "Borrower") hereby promises to pay to the order of the CITY OF MODESTO, a municipal corporation (the "Holder"), 1010 Tenth Street, Suite 4400, Modesto, California 95354, Attention: Director of Parks, Recreation and Neighborhoods Department, a principal amount equal to Two Hundred Fifty Thousand Dollars ($250,000), plus interest thereon pursuant to Section 2 below.

1. Borrower's Obligation. This promissory note (the "Note") evidences the Borrower's obligation to pay the Holder the principal amount of Two Hundred Fifty Thousand Dollars ($250,000) (the "NSP2 Loan") for the funds loaned to the Borrower by Holder to finance the predevelopment and rehabilitation of the real property commonly described as 17th and G Streets, Modesto, California 95353 (APN# 106-006-013 in Census Tract 18.00) located in the City of Modesto pursuant to the City of Modesto Neighborhood Stabilization Program 2 Loan Agreement between the Borrower and the Holder of even date herewith (the "Loan Agreement"). All capitalized terms not otherwise defined in this Note shall have the meanings set forth in the Loan Agreement.

2. Interest.

(a) Subject to the provisions of subsection (b) below, the outstanding principal balance of this Note shall bear no interest.

(b) Upon the occurrence of an Event of Default, the interest on the principal balance of this Note will begin to accrue, as of the date of the Event of Default and continue until such time as the NSP2 Loan is repaid in full or the Event of Default is cured, at the default rate of ten percent (10%), simple interest annually.

3. Term and Repayment Requirements. Payments due under this Note are due in accordance with Section 3.7 of the Loan Agreement.

4. No Assumption. This Note shall not be assumable by the successors and assigns of Borrower without the prior written consent of the Holder, except as permitted under Section 6.8(a) of the Loan Agreement.

5. Security. This Note is secured by a Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing (the "Deed of Trust"), of even date herewith, wherein the Borrower is the Trustor and the Holder is the Beneficiary, covering the Property.

6. Terms of Payment.

(a) All payments due under this Note shall be paid in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

(b) All payments on this Note shall be paid to Holder at City of Modesto, 1010 Tenth Street, Suite 4400, Modesto, California 95354, Attention: Director of Parks, Recreation and Neighborhoods Department, or to such other place as the Holder of this Note may from time to time designate.

(c) All payments on this Note shall be without expense to the Holder, and the Borrower agrees to pay all costs and expenses, including re-conveyance fees and reasonable attorney's fees of the Holder, incurred in connection with the payment of this Note and the release of any security hereof.

(d) Notwithstanding any other provision of this Note, or any instrument securing the obligations of the Borrower under this Note, if, for any reason whatsoever, the payment of any sums by the Borrower pursuant to the terms of this Note would result in the payment of interest which would exceed the amount that the Holder may legally charge under the laws of the State of California, then the amount by which payments exceeds the lawful interest rate shall automatically be deducted from the principal balance owing on this Note, so that in no event shall the Borrower be obligated under the terms of this Note to pay any interest which would exceed the lawful rate.

7. Default.

(a) Any of the following shall constitute an event of default under this Note:

(i) Any failure to pay, in full, any payment required under this Note on the date such payment is due;

(ii) Any failure in the performance by the Borrower of any other term, condition, provision or covenant set forth in this Note, subject to the notice and cure period set forth in Section 8 of the Loan Agreement;

(iii) The occurrence of any event of default under the Loan Agreement, the Deed of Trust, or other instrument securing the obligations of the Borrower under this Note or under any other promissory notes hereafter issued by the Borrower to the Holder pursuant to

the Loan Agreement or the Deed of Trust, subject to notice and cure periods, if any, set forth therein.

(b) Upon the occurrence of such an event of default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust shall at the option of the Holder become immediately due and payable upon written notice by the Holder to the Borrower without further demand.

(c) The failure to exercise the remedy set forth in Subsection 7(b) above or any other remedy provided by law upon the occurrence of one or more of the foregoing events of default shall not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other default. The acceptance by Holder hereof of any payment which is less than the total of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of the Holder, except as and to the extent otherwise provided by law.

8. Waivers.

(a) The Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, and notice of dishonor of this Note. The Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that the Holder may accept further security or release any security for this Note, all without in any way affecting the liability of the Borrower.

(b) No extension of time for payment of this Note or any installment hereof made by agreement by the Holder with any person now or hereafter liable for payment of this note shall operate to release, discharge, modify, change or affect the original liability of the Borrower under this Note, either in whole or in part.

(c) The obligations of the Borrower under this Note shall be absolute and the Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

9. Miscellaneous Provisions.

(a) All notices to the Holder or the Borrower shall be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as the Holder and the Borrower may hereinafter designate. Copies of notices to Borrower from Holder shall also be provided by Holder to any limited partner of Borrower who requests such notice in writing and provides the Holder with written notice of its address.

(b) The Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by the Holder in the enforcement of the provision of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(d) This Note shall be governed by and construed in accordance with the laws of the State of California.

(e) The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.

(f) This document, together with the Loan Documents, contains the entire agreement between the parties as to the Loan. It may not be modified except upon written consent of the parties.

10. Nonrecourse.

This Note is a nonrecourse obligation of the Borrower, as described in Section 3.8 of the Loan Agreement.

BORROWER:

SATELLITE HOUSING, INC., a California nonprofit public benefit corporation

By: _____

Its: Acting Executive Director

AMERICAN BAPTIST HOMES OF THE WEST, a California nonprofit public benefit corporation

By _____

Its: SVP & General Counsel

Deed of Trust and Assignment of Rents dated as of November 24, 2014

Recorded at the Request of
Old Republic Title Company-
Oakland
11190 10758

Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2014-0080138-00
Acct 403-Mail Documents
Wednesday, DEC 03, 2014 10:12:28
Ttl Pd $0.00 Rcpt # 0003596852
OLD/R3/4-25

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Modesto
Parks, Recreation and Neighborhoods Department
P O Box 642
Modesto, CA 95353
Attn: Director

No fee for recording pursuant to
Government Code Section 27383

DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING

(NSP2 Loan—Tower Park)

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING ("Deed of Trust") is made as of November 24, 2014, by and among the Satellite Affordable Housing Associates, a California nonprofit public benefit corporation ("SAHA") and American Baptist Homes of the West, a California nonprofit public benefit corporation, ("ABHOW" and collectively with Satellite referred to herein as "Trustor"), Old Republic Title Company ("Trustee"), and the City of Modesto, a municipal corporation of the State of California ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's fee interest in the property located in the City of Modesto, Stanislaus County, State of California, that is described in the attached Exhibit A, incorporated herein by this reference (the "Property").

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of the Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security." To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING:

A. Payment of just indebtednesses of Trustor to Beneficiary as set forth in the Note (defined in Article 1 below) until paid. Said principal and other payments shall be due and payable as provided in the Note. Said Note and all its terms are incorporated herein by reference, and this conveyance shall secure any and all extensions thereof, however evidenced; and

B. Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein; and

C. Performance of every obligation, covenant or agreement of Trustor contained herein and in the Loan Documents (defined in Article 1 below).

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

ARTICLE 1:
DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms shall have the following meanings in this Deed of Trust:

Section 1.1 The term "Loan Agreement" means that certain City of Modesto Neighborhood Stabilization Program 2 Loan Agreement between Trustor and Beneficiary dated as of December 11, 2012, as amended by that certain First Amendment to , providing for the Beneficiary to loan to the Trustor Two Hundred Fifty Thousand Dollars ($250,000) for the predevelopment of the Property.

Section 1.2 The term "Loan Documents" means this Deed of Trust, the Loan Agreement, the Note, and the Regulatory Agreement and any other debt, loan or security instruments between Trustor and the Beneficiary relating to the Property.

Section 1.3 The term "Note" means that certain promissory note in the amount of Two Hundred Fifty Thousand Dollars ($250,000) of even date herewith, executed by the Trustor in favor of the Beneficiary, the payment of which is secured by this Deed of Trust. (Copies of the Note are on file with the Beneficiary and terms and provisions of the Note are incorporated herein by reference.)

Section 1.4 The term "Principal" means the aggregate of the amounts required to be paid under the Note.

Section 1.5 The term "Regulatory Agreement" means the City of Modesto Neighborhood Stabilization Program 2 Regulatory Agreement of even date herewith and recorded against the Property concurrently herewith.

the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the sums secured by this Deed of Trust with the balance, so long as no such breach has occurred, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same becomes due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor shall contain a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further covenant that Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the Loan Documents, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to

the appointment of such receiver. Beneficiary or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this deed of Trust. Beneficiary or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Beneficiary shall not be liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes shall become indebtedness of Trustor to Beneficiary secured by this Deed of Trust pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in Section 3.3.

Any entering upon and taking and maintaining of control of the Property by Beneficiary or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Beneficiary under applicable law or provided herein. This assignment of rents of the Property shall terminate at such time as this Deed of Trust ceases to secure indebtedness held by Beneficiary.

ARTICLE 3:
TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, at least fifteen (15) days prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges may be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 shall not be construed

to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor shall fail to pay any of the foregoing items required by this Section to be paid by Trustor, Beneficiary may (but shall be under no obligation to) pay the same, after the Beneficiary has notified the Trustor in writing of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, shall become an additional obligation of Trustor to the Beneficiary and shall be secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid and all other obligations secured hereunder fulfilled, and this Deed of Trust reconveyed.

All such insurance policies and coverages shall be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, shall be delivered to the Beneficiary upon demand therefor at any time prior to the Beneficiary's receipt of the entire Principal and all amounts secured by this Deed of Trust.

The Trustor is aware that California Civil Code Section 2955.5(a) provides as follows: "No lender shall require a borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property."

Section 3.3 Advances.

In the event the Trustor shall fail to maintain the full insurance coverage required by this Deed of Trust or shall fail to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) days' prior written notice to Trustor, may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by the Beneficiary shall become an additional obligation of the Trustor to the Beneficiary (together with interest as set forth below) and shall be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, shall bear interest from the date of the advance at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

ARTICLE 4:
DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages.

All judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or in any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property ("Funds") are hereby assigned to and shall be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any funds and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary shall determine at its sole option. Following an Event of Default, the Beneficiary shall be entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by the Beneficiary may be released to Trustor upon such conditions as the Beneficiary may impose for its disposition. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof shall not cure or waive any default under this Deed of Trust. The rights of the Beneficiary under this Section 4.1 are subject to the rights of any senior mortgage lender. The Beneficiary shall release the Funds to Trustor to be used to reconstruct the improvements on the Property provided that Beneficiary reasonably determines that Trustor (when taking into account the Funds) has sufficient funds to rebuild the improvements in substantially the form such improvements existed prior to the casualty or condemnation.

ARTICLE 5:
AGREEMENTS AFFECTING THE PROPERTY; FURTHER ASSURANCES; PAYMENT OF PRINCIPAL AND INTEREST

Section 5.1 Other Agreements Affecting Property.

The Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined below) hereunder, and if the Beneficiary should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary (including, but not limited to, other professional services fees and costs); and any such amounts paid by the Beneficiary shall be added to the indebtedness secured by the lien of this Deed of Trust, and shall bear interest from the date such expenses are incurred at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

Section 5.3 Payment of the Principal.

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4 Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust shall be deemed to be fixtures and part of the real property and this Deed of Trust shall constitute a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust shall constitute a security agreement under the California Commercial Code. The Trustor hereby grants the Beneficiary a security interest in such items.

Section 5.5 Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor agrees to perform all acts which the Beneficiary may reasonably request so as to enable the Beneficiary to maintain such valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it shall deem appropriate from time to time in order to protect the security interest established pursuant to this instrument. Trustor shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements, and releases thereof, as the Beneficiary may reasonably require. Without the prior written consent of the Beneficiary, Trustor shall not create or suffer to be created pursuant to the California Commercial Code any other security interest in the Security, including replacements and additions thereto.

Section 5.6 Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7 Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, without payment of charges or fees, to inspect the Security.

Section 5.8 Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor shall the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants shall run with the land.

Section 5.9 Relocation.

The Trustor shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24; Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. Part 42; 24 C.F.R. Section 570.606; and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Section 6000 et seq. The Trustor acknowledges and agrees that the Security is required to be vacant in order to qualify for purchase under the Loan Agreement; however, if and to the extent that acquisition and rehabilitation of the Security results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, then the Trustor shall comply with all applicable local, state, and federal statutes and regulations with respect to relocation planning, advisory assistance, and payment of monetary benefits. The Trustor shall be solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws. The Trustor shall indemnify, defend (with counsel reasonably chosen by the Beneficiary), and hold harmless the Beneficiary against all claims which arise out of relocation obligations to residential tenants, homeowners, or businesses permanently or temporarily displaced by the acquisition or rehabilitation of the Security.

ARTICLE 6:
HAZARDOUS WASTE

Trustor shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Trustor shall not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as are used in construction of projects of the improvements on the Property or as may be customarily kept and used in and about residential property.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" under the provision of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

Beneficiary shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Trustor. Trustor shall indemnify and hold harmless Beneficiary and its boardmembers, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (a) all foreseeable consequential damages; (b) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (c) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (a) and (b), including but not limited to reasonable attorneys' fees and consultant's fees.

Without Beneficiary's prior written consent, which shall not be unreasonably withheld, Trustor shall not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgment, impair the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor shall notify Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if either (i) a particular remedial action is ordered by a court of competent jurisdiction, (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the

environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the Beneficiary's or the Trustee's rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the lesser of ten percent (10%) or the maximum rate permitted by law, until paid, shall be added to the indebtedness secured by this Deed of Trust and shall be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

ARTICLE 7:
EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default.

The following shall constitute Events of Default: (1) failure to make any payment to be paid by Trustor under the Loan Documents at the time such payment is due; (2) failure to observe or perform any of Trustor's other covenants, agreements or obligations under the Loan Documents, including, without limitation, the provisions concerning discrimination, subject to applicable notice and cure periods, if any, included in the Loan Documents; or (3) failure to make any payment or perform any of Trustor's other covenants, agreements, or obligations under any other debt instruments or regulatory agreement secured by the Property, which default shall not be cured within the times and in the manner provided therein.

Section 7.2 Acceleration of Maturity.

If an Event of Default shall have occurred and is continuing, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and the unpaid Principal of the Note shall immediately become due and payable, upon written notice by the Beneficiary to the Trustor (or automatically where so specified in the Loan Documents), and no omission on the part of the Beneficiary to exercise such option when entitled to do so shall be construed as a waiver of such right.

Section 7.3 The Beneficiary's Right to Enter and Take Possession.

If an Event of Default shall have occurred and be continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any Event of Default or Notice of Default (as defined below) hereunder or invalidate any act done in response to such Default or pursuant to such Notice of Default and, notwithstanding the continuance in possession of the Security, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("Notice of Default and Election to Sell"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Stanislaus County; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby, or provided by law.

Section 7.4 Foreclosure By Power of Sale.

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall give notice to the Trustee (the "Notice of Sale") and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which shall be deemed to constitute evidence that the unpaid Principal amount of the Note is immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of such notice from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Election to Sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and Election to Sell and after Notice of Sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in said Notice of Sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale, and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other amounts owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.5 Receiver.

If an Event of Default shall have occurred and is continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy, or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. Beneficiary's express or implied consent to breach, or waiver of, any obligation of the Trustor hereunder shall not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment of any sums secured hereby, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (iv) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor shall any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary shall the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security.

The Beneficiary shall have power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.9 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Trustee and/or the Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the

claims of the Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by the Trustor hereunder after such date.

Section 7.10 Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any sums owing under the Note or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

ARTICLE 8:
MISCELLANEOUS

Section 8.1 Amendments.

This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all sums secured hereby have been paid or forgiven and all performance secured hereby has been satisfactorily completed, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices.

If at any time after the execution of this Deed of Trust it shall become necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing and shall be served personally, by reputable overnight delivery service (which provides a delivery receipt) or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and (1) if intended for Beneficiary shall be addressed to:

By Personal Delivery:

City of Modesto
Parks, Recreation and Neighborhoods Department
Attn: Director
1010 Tenth Street, Suite 4400
Modesto, CA 95354

By Mail:

City of Modesto
Parks, Recreation and Neighborhoods Department
P O Box 642
Modesto, CA 95353
Attn: Director

and (2) if intended for Trustor shall be addressed to:

By Personal Delivery or Mail:
Satellite Affordable Housing Associates
1540 University Ave.
Berkeley, CA 94703-1422
Attn: Executive Director

American Baptist Homes of the West, Inc.
6120 Stoneridge Mall Road, 3rd Floor
Pleasanton, CA 94588
Attn: Senior Vice President

And if to Trustor with copies to:

Wells Fargo Affordable Housing:

Wells Fargo Affordable Housing
Community Development Corporation
MAC D1053-170
301 South College Street
Charlotte, NC 28288
Attn: Director of Tax Credit Asset Management

and

Sidley Austin LLP
One South Dearborn Street
Chicago, IL 60603
Attention: Philip C. Spahn

Any notice, demand or communication shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective.

Section 8.4 Successors and Joint Trustors.

Where an obligation is created herein binding upon Trustor, the obligation shall also apply to and bind any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation shall be deemed to be a joint and several obligation of the Trustor and such transferee. Where more than one entity or person is signing as Trustor, all obligations of Trustor shall be deemed to be a joint and several obligation of each and every entity and person signing as Trustor.

Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid or applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law.

This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Section 8.8 Gender and Number.

In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage shall also refer to a deed of trust and any reference to a deed of trust shall also refer to a mortgage.

Section 8.10 Actions.

Trustor agrees to appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, shall be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law the Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action of proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

Section 8.14 Subordination.

This Deed of Trust may be subordinated as provided in Section 3.5 of the Loan Agreement.

Section 8.15 Tax Credit Provisions.

Notwithstanding anything to the contrary contained herein or in any documents secured by this Deed of Trust or contained in any subordination agreement, the Beneficiary acknowledges and agrees that in the event of a foreclosure or deed-in-lieu of foreclosure (collectively, "Foreclosure") with respect to the Property encumbered by this Deed of Trust, the following rule contained in 26 U.S.C. Section 42(h)(6)(E)(ii), as amended, shall apply:

For a period of three (3) years from the date of Foreclosure, with respect to any unit that had been regulated by the Regulatory Agreement with the California Tax Credit Allocation Committee: (1) none of the tenants occupying those units at the time of Foreclosure may be evicted or their tenancy terminated (other than for good cause); (2) nor may any rent be increased except as otherwise permitted under Section 42 of the Internal Revenue Code

Section 8.16 Original Agreement.

As of the date of this Agreement, the Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing executed on December 11, 2012 shall automatically terminate and be of no further force or effect.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

TRUSTOR:

SAHA:

Satellite Affordable Housing Associates, a California nonprofit public benefit corporation

By: _____
Susan Friedland, Executive Director

ABHOW:

American Baptist Homes of the West, a California nonprofit public benefit corporation

By: _____
David B. Ferguson, President and CEO

By: _____
Ancel Romero, Senior Vice President-Affordable Housing

[Note: All Signatures must be notarized]

EXHIBIT A

LEGAL DESCRIPTION

The land is situated in the State of California, Stanislaus County, City of Modesto, and is described as follows:

APN: 106-006-013

ORDER NO. : 1117010758-JM

EXHIBIT A

The land referred to is situated in the County of Stanislaus, City of Modesto, State of California, and is described as follows:

That portion of Lots 7 through 16 in Block 127 of the City of Modesto as per Map thereof filed December 21, 1942 in Volume 15 of Maps, Stanislaus County Records, described as follows:

BEGINNING at the north corner of said Lot 7, said point being on the southwesterly right of way line of 80.00 feet wide 17th Street; thence South 43° 12' 09" East, 250.05 feet on said right -of - way line to the east corner of aforementioned Lot 16 and the northwesterly right -of -way line of 80.00 feet wide G Street; thence South 46° 49' 09" West 139.94 feet on said northwesterly right of way line to the south corner of said Lot 16 and the northeasterly line of the 20.00 feet wide alley through Block 127; thence North 43° 11' 11" West 165.55 feet on said northeasterly alley line; thence leaving said northeasterly alley line, North 46° 49' 11" East 29.03 feet; thence, parallel with said northeasterly alley line, North 43° 11' 11" West 84.50 feet to the northwesterly line of aforementioned Lot 7; thence North 46° 49' 12" East 110.84 feet on the northwesterly line of said Lot 7 to the point of beginning.

APNS: 106-006-013

Regulatory Agreement dated November 24, 2014

Recorded at the Request of
Old Republic Title Company-
Oakland
1119010758

Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2014-0080137-00
Acct 403-Mail Documents
Wednesday, DEC 03, 2014 10:12:24
Ttl Pd $0.00 Rcpt # 0003596851
OLD/R3/1-28

Free recording in accordance with California Government Code §§6103 and 27383

RECORDING REQUESTED BY AND WHEN RECORDED, PLEASE RETURN TO: City of Modesto Parks, Recreation and Neighborhoods Department 1010 10th Street P. O. Box 642 Modesto, CA 95353	**NO FEE**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CITY OF MODESTO NEIGHBORHOOD STABILIZATION PROGRAM 2

REGULATORY AGREEMENT

(NSP2 Regulatory Agreement – Tower Park)

This CITY OF MODESTO NEIGHBORHOOD STABILIZATION PROGRAM 2 REGULATORY AGREEMENT (the "NSP2 Regulatory Agreement) is entered into as of November 24 2014, by and between the CITY OF MODESTO, a municipal corporation of the State of California (the "CITY") and SATELLITE AFFORDABLE HOUSING ASSOCIATES, a California nonprofit public benefit corporation ("SAHA") and AMERICAN BAPTIST HOMES OF THE WEST, a California nonprofit public benefit corporation, ("ABHOW" and collectively with SAHA referred to herein as the "BORROWER") with reference to the following:

RECITALS

A. WHEREAS, CITY and BORROWER are concurrently with the execution

herewith entering into that certain City of Modesto Neighborhood Stabilization Program 2 Loan Agreement of even date herewith (the "NSP2 Loan Agreement") which is incorporated herein by reference.

B. WHEREAS, CITY desires to increase the supply of affordable special needs rental housing for Very Low Income Households in the City of Modesto.

C. WHEREAS, pursuant to the NSP2 Loan Agreement, CITY has made a loan to BORROWER in the sum of Two Hundred Fifty Thousand Dollars ($250,000) (NSP2 Loan") for the purpose of assisting BORROWER in the predevelopment of certain real property located in the City of Modesto, County of Stanislaus, State of California (the "Property") as more fully described in Exhibit "A" attached hereto. BORROWER intends to construct forty-nine (49) rental housing units (and one manager's unit) on the Property.

D. WHEREAS, the Property is being developed by BORROWER for the sole purpose of developing and renting the Property as affordable rental housing to a qualified Very Low Income Household with special needs, also referred to as a Qualified Tenant.

E. WHEREAS, it is the intent of the parties hereto that no less than twenty-four (24) housing units located on the Property remain affordable and available exclusively to a qualified Very Low Income Household for an affordability period of no less than twenty (20) consecutive years from the date this Regulatory Agreement is recorded against the Property. This shall be known as the "Continued Affordability Period."

F. WHEREAS, as a condition of receiving NSP2 Loan, BORROWER must agree to place specified restrictions upon the use and transfer of the Property (24 CFR Sec. 92.252). It is the intent of the parties hereto to evidence BORROWER's compliance with the NSP2

Requirements, as defined in the NSP2 Loan Agreement, and place such restrictions upon the use and transfer of the Property to ensure continued affordability, as required by the NSP2 Requirements.

NOW, THEREFORE, in consideration of the foregoing covenants and other consideration, and in order to induce CITY to enter into the NSP2 Loan with BORROWER, the receipt and sufficiency of which are hereby acknowledged, CITY and BORROWER agree as follows:

1. **Recitals.** The foregoing recitals are part of this NSP2 Regulatory Agreement.

2. **Definitions.** Unless definitions of terms have been expressly set out herein, each term shall have the same definition as set forth in the NSP2 Loan Agreement.

3. **Declarations.** The Property is and shall be subject to the covenants and restrictions hereafter set forth, and shall be binding on and enforceable against BORROWER and any future owner of the Property. The covenants and restrictions herein are established and agreed upon for the purpose of expanding and preserving the availability of affordable special needs rental housing for Very Low Income Households in the City of Modesto.

4. **Continued Use Restrictions and Covenants of the Property.** The following covenants and restrictions on the use and enjoyment of the Property shall be in addition to any other covenants and restrictions affecting the Property, and all such covenants and restrictions are for the benefit and protection of CITY, and shall run with the land and be binding on BORROWER, its successors, assigns, transferees and future owner(s) of the Property and inure to the benefit of and be enforceable by CITY.

BORROWER, on behalf of itself and its successors and assigns, and, hereby covenants

and agrees:

(a) BORROWER shall rent no less than twenty-four (24) housing units located on the Property (the "NSP2 Assisted Units") to a Qualified Tenant for the entire Continued Affordability Period in accordance with Section 5 of the NSP2 Loan Agreement, subject to the following additional requirements:

(1) Occupancy Requirements. No less twenty-four (24) NSP2 Assisted Units shall be rented to and occupied by households that qualify as a Very Low Income Household and include a "special needs" person, meaning a person with mental health issues, chronic disabilities, HIV/AIDS, a prison re-entry candidate, or an "elderly" or "senior citizen" resident of no less than sixty-two (62) years of age.

(2) Affordable Rent. In accordance with subsection 1, the monthly rent paid by the Qualified Tenant to occupy the Property shall not exceed the maximum rent set forth in 24 CFR 92.252.

(i) Very Low Income Rent. The rent ("Very Low Income Rent") paid by a Very Low Income Household shall not exceed thirty percent (30%) of fifty percent (50%) of the area median income adjusted for family size based on guidelines published by HUD ("Median Income").

(ii) Approval of Initial and Subsequent Rents. Rents for all NSP2 Assisted Units are subject to CITY approval prior to occupancy by Qualified Tenants, and are subject to the NSP2 Requirements

(iii) Rent Increases. All rent increases for the NSP2 Assisted Units are subject to CITY approval and are subject to the NSP2 Requirements. Such rent may

not be increased more often than once every twelve (12) months. BORROWER will provide each Qualified Tenant with at least sixty (60) days written notice of any increase in rent applicable to such Qualified Tenant.

(3) Increased Income of Qualified Tenants.

(i) Increased income above Very Low but below Low Income Limit. Subject to subsection 2(iii) above, in the event that, upon recertification of the income of a Very Low Income Household, the Borrower determines that such household no longer qualifies as a Very Low Income Household, but does qualify as a person or household with an annual income no greater than sixty-five (65%) of Median Income (a "Low Income Household") such household may continue to occupy the NSP2 Assisted Unit and, upon sixty (60) days written notice to the such household, BORROWER may increase the household's rent to the maximum rent published by HUD for a Low Income Household for the applicable bedroom size as set forth in 24 C.F.R. 92.252(a) (also known as "High HOME Rent"). Borrower shall then rent the next available NSP2-Assisted Unit to a Very Low Income Household.

(ii) Non-Qualifying Household. If, upon recertification of the income of a Qualified Tenant, BORROWER determines that a former Very Low Income Household has an Adjusted Income exceeding the maximum qualifying income for a Low Income Household, such household shall be permitted to continue occupying the NSP2 Assisted Unit and, upon expiration of the household's lease and upon sixty (60) days written notice, the rent shall be increased to the lesser of one-twelfth (1/12th) of thirty percent (30%) of the actual Adjusted Income of the household, or fair market rent, subject to 24 C.F.R. 92.252(i)(2) regarding low income housing tax credit requirements. When the household vacates the NSP2

Assisted Unit, BORROWER shall rent such NSP2 Assisted Unit to a Very Low Income Household.

(iii) Termination of Occupancy. Upon termination of occupancy of a NSP2 Assisted Unit by a Qualified Tenant, such unit shall be deemed to be continuously occupied by a household of the same income level as the initial income level of the vacating Qualified Tenant, until such unit is reoccupied, at which time the income character of the NSP2 Assisted Unit shall be redetermined to meet the occupancy requirements set forth herein.

(4) Income Certification. BORROWER will obtain, complete and maintain on file, immediately prior to initial occupancy and annually thereafter, income certifications from each Qualified Tenant's household. BORROWER shall make a good faith effort to verify the accuracy of the income provided by the applicant or occupying household, as the case may be, in an income certification. To verify the information, BORROWER shall take two or more of the following steps: (i) obtain a pay stub for the most recent pay period; (ii) obtain an income tax return for the most recent tax year; (iii) conduct a credit agency or similar search; (iv) obtain an income verification form from the applicant's current employer; (v) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (vi) if the applicant is unemployed and does not have a tax return, obtain another form of independent verification. Copies of Qualified Tenant income certifications shall be available to CITY upon request.

(5) Qualified Tenant Selection Plan. BORROWER shall not make

material modifications to its tenant selection plan without the prior written approval of CITY, which approval shall not be unreasonably withheld. Such tenant selection plan shall comply with the NSP2 Requirements.

(6) Lease Provisions. In leasing the Property, BORROWER shall use a form of Qualified Tenant lease approved by CITY. The form of Qualified Tenant lease shall also comply with all requirements of this NSP2 Regulatory Agreement and the NSP2 Loan Agreement, and shall, among other matters:

(i) provide for termination of the lease and consent by a Qualified Tenant to immediate eviction for failure: (a) to provide any information required under this NSP2 Regulatory Agreement or reasonably requested by BORROWER to establish or recertify a Qualified Tenant's qualification, or the qualification of a Qualified Tenant's household, for occupancy in the Property in accordance with the standards set forth in this NSP2 Regulatory Agreement, or (b) to qualify as a Very Low Income Household, as applicable, as a result of any material misrepresentation made by such Qualified Tenant with respect to the income computation.

(ii) be for an initial term of not less than one (1) year, unless by mutual agreement between a Qualified Tenant and BORROWER, and provide for no increase in the Affordable Rent during such year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of BORROWER and a Qualified Tenant.

(7) Lease Termination. Any termination of a lease or refusal to renew a lease for the Property shall be in conformance with the NSP2 Requirements, including, but not limited to, 24 C.F.R. 253(c), and the requirements of applicable state law.

(8) Nondiscrimination. The Property shall be available for occupancy on a continuous basis to members of the general public who are income eligible. BORROWER shall not give preference to any particular class or group of persons in renting or selling the Property, except as may be required pursuant to this NSP2 Regulatory Agreement. BORROWER herein covenants by and for BORROWER, assigns, and all persons claiming under or through BORROWER, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), ancestry, or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Property nor shall BORROWER or any person claiming under or through BORROWER, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property or in connection with the employment of persons for the construction, operation and management of the Property.

(9) Section 8 Tenants. BORROWER will accept as Qualified Tenants, on the same basis as all other prospective Qualified Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. BORROWER shall not apply selection criteria to Section 8 certificate or voucher holders that are more burdensome than criteria applied to all other prospective Qualified Tenants, nor shall BORROWER apply or permit the application of management policies or lease provisions with respect to the Property which have the effect of precluding occupancy of the Property by such prospective Qualified Tenants.

(10) Records. BORROWER shall maintain complete, accurate and current records pertaining to the Property, and shall permit any duly authorized representative of CITY to inspect records, including records pertaining to income and household size of Qualified Tenant. All Qualified Tenant lists, applications and waiting lists relating to the Property shall at all times be kept separate and identifiable from any other business of BORROWER and shall be maintained as required by CITY, in a reasonable condition for proper audit and subject to examination during business hours by representatives of CITY. BORROWER shall retain copies of all materials obtained or produced with respect to occupancy of the Property for a period of at least five (5) years.

(11) Management Responsibilities. BORROWER is responsible for all management functions with respect to the Property, including without limitation the selection of Qualified Tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. CITY shall have no responsibility over management of the Property. BORROWER shall retain a professional property management company approved by CITY in its reasonable discretion to perform its management duties hereunder. BORROWER may request CITY for written approval to self-manage the Property.

(12) Management Agent; Periodic Reports. The Property shall at all times be managed by an experienced management agent reasonably acceptable to CITY, with demonstrated ability to operate residential facilities like the Property in a manner that will provide decent, safe, and sanitary housing (as approved, the "Management Agent"). CITY hereby pre-approves ABHOW as the Management Agent).

(13) Periodic Performance Review. CITY reserves the right to conduct an annual (or more frequently, if deemed necessary by CITY) review of the management practices and financial status of the Property. The purpose of each periodic review will be to enable CITY to determine if the Property is being operated and managed in accordance with the NSP2 Requirements and the provisions of this NSP2 Regulatory Agreement. BORROWER shall cooperate with CITY in such reviews.

(14) Replacement of Management Agent. If, as a result of a periodic review, CITY determines in its reasonable judgment that the Property is not being operated and managed in accordance with any of the material requirements and standards of this NSP2 Regulatory Agreement, CITY shall deliver notice to BORROWER of its determination that the Property does not satisfy the requirements of this NSP2 Regulatory Agreement, such notice may include a request to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days after receipt by BORROWER of such written notice, CITY staff and BORROWER shall meet in good faith to consider methods for improving the financial and operating status of the Property, including, without limitation, replacement of the Management Agent.

If, after such meeting, CITY staff recommends in writing the replacement of the Management Agent, ABHOW shall be dismissed as the Management Agent, SAHA shall appoint, subject to the CITY's prior written approval, as the Management Agent a person or entity meeting the standards for a management agent set forth in subsection (12) above. Failure to remove the Management Agent in accordance with the provisions of this Section shall constitute default under this NSP2 Regulatory Agreement, and CITY may enforce this provision

through legal proceedings as specified in Section 9 below.

(f) On-site Inspection. CITY shall have the right to perform an on-site inspection of the Property when deemed necessary by CITY, and subject to the rights of a Qualified Tenant, upon delivery of reasonable notice to BORROWER, subject to the requirements of state law. BORROWER agrees to cooperate in and attend such inspection and request Qualified Tenants cooperate with such inspections.

(g) Annual Report. BORROWER shall submit to CITY annual reports in a form approved by CITY, no later than one hundred twenty (120) days after the end of BORROWER's fiscal year. The reports shall contain such information as CITY may require, including, but not limited to, the following:

(i) A statement of the fiscal condition of the Property, including a financial statement indicating surpluses or deficits in operating accounts for the period covered, a detailed itemized listing of income and expenses, and the amounts of the Property reserves. The report due after the end of each fiscal year shall contain an audited version of this statement. Such audit shall be prepared in accordance with the requirements of CITY and certified at BORROWER's expense by an independent Certified Public Accountant licensed by the State of California; and

(ii) The substantial physical defects in the Property, if any, including a description of any major repair or maintenance work undertaken in the reporting period; and

(iii) Information concerning the occupancy of the Property.

Upon request of CITY, BORROWER shall furnish, within fifteen (15) days, any other information or completed form requested by CITY.

(h) Additional Information. BORROWER shall provide any additional information reasonably requested by CITY. CITY shall have the right to examine and make copies of all books, records or other documents of BORROWER which pertain to the Property.

(i) Taxes and Assessments. If applicable, BORROWER shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property; provided, however, that BORROWER may contest in good faith, any such taxes, assessments, or charges. In the event BORROWER exercises its right to contest any tax, assessment, or charge against it, BORROWER, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

(j) Property Maintenance. BORROWER agrees, for the entire Term of this NSP2 Regulatory Agreement, to maintain all interior and exterior improvements, including landscaping, on the Property in good condition and repair (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials, and in accordance with the following maintenance conditions:

CITY places prime importance on quality maintenance to protect its investment and to ensure that all CITY-assisted affordable housing projects are not allowed to deteriorate due to below-average maintenance. Normal wear and tear of the Property will be acceptable to

CITY assuming BORROWER agrees to provide all necessary improvements to assure the Property is maintained in good condition. BORROWER shall make all repairs and replacements necessary to keep the improvements in good condition and repair.

In the event that BORROWER breaches any of the covenants contained in this subsection and such default continues for a period of fifteen business (15) days after written notice from CITY with respect to graffiti, debris, waste material, and general maintenance or thirty (30) days after written notice from CITY with respect to landscaping and building improvements, then CITY, in addition to whatever other remedy it may have at law or in equity, shall have the right to enter upon the Property and perform or cause to be performed all such acts and work necessary to cure the default. Pursuant to such right of entry, CITY shall be permitted (but is not required) to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by CITY and/or costs of such cure, which amount shall be promptly paid by BORROWER to CITY upon demand.

(k) Asset Management. BORROWER is responsible for all asset management functions with respect to the Property, including without limitation the oversight of the Management Agent, as applicable, maintaining accurate and current books and records for the Property and promptly paying costs incurred in connection with the Property. CITY shall have no responsibility over asset management of the Property.

5. **Term of Use Restrictions and Covenants.** The covenants and restrictions established in Section 4 of this NSP2 Regulatory Agreement shall, without regard to technical

classification and designation, be binding on BORROWER, its successors and assigns and each future owner of the Property, for the benefit of and in favor of the CITY, and shall remain in effect and enforceable until the twentieth (20th) anniversary of the date of recordation of this NSP2 Regulatory Agreement or reconveyance of this NSP2 Regulatory Agreement by CITY. This NSP2 Regulatory Agreement shall remain in effect notwithstanding any reconveyance of the deed of trust securing the NSP2 Loan or the transfer of ownership of the Property, excluding the lease of the Property to a Qualified Tenant.

6. **Written Notifications.** BORROWER, and any future owner of the Property, covenants and agrees to include the requirements and restrictions contained in this NSP2 Regulatory Agreement and any document transferring title of the Property to another person, to the end that such transferee has notice of, and is bound by, such restrictions and covenants, and to obtain the agreement from any transferee to abide by all the covenants and restrictions of this NSP2 Regulatory Agreement.

7. **Acceptance and Ratification.** BORROWER and future owners of the Property shall be subject to and shall comply with the Use Restrictions and Covenants herein. The acceptance of a deed of conveyance to the Property shall constitute an agreement that the Use Restrictions and Covenants are accepted and ratified by such future owners, and such Use Restrictions and Covenants shall run with the land and bind such future owners.

8. **Enforcement of Restrictions and Covenants.** If BORROWER or any future owner defaults in the performance or observance of any covenant or restriction set forth in this NSP2 Regulatory Agreement and if such default remains uncured for a period of thirty (30) days after notice thereof shall have been given by CITY, then CITY acting on its own behalf may

declare an Event of Default to have occurred, and, at its option, may take any one or more of the following steps:

(a) By mandamus, or other suit, action or proceeding at law or in equity, require BORROWER or any future owner of the Property to perform its obligations and covenants hereunder, including the remedy of specific performance, or to enjoin any act or thing in violation of any covenant or restriction of this NSP2 Regulatory Agreement; or

(b) Subject to the provisions of the NSP2 Loan Agreement, and the NSP2 Note entered into by BORROWER and CITY evidencing BORROWER's indebtedness to CITY for NSP2 Loan, declare a default and accelerate the indebtedness evidenced by the NSP2 Note; or

(c) Take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants and restrictions hereunder, including (i) compelling BORROWER to sell the Property to CITY at a sales price equal to the unpaid balance of amount of NSP2 Loan, or (ii) the commencement of foreclosure proceedings; or

(d) Exercise any other remedy provided under the NSP2 Loan Agreement, subject to Section 35 of the Loan Agreement.

9. **Notices.** All notices pursuant to this NSP2 Regulatory Agreement shall be in writing and served on the other party (a) by personal delivery or (b) by certified mail, return receipt requested, to the respective addresses as set forth below. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

CITY: CITY OF MODESTO

P. O. Box 642
1010 10th Street
Modesto, California 95353
Attention: Parks, Recreation and Neighborhoods Department

BORROWER: By Personal Delivery or Mail:

SAHA
1540 University Ave.
Berkeley, CA 94703-1422
Attn: Executive Director

American Baptist Homes of the West, Inc.
6120 Stoneridge Mall Road, 3rd Floor
Pleasanton, CA 94588
Attn: Senior Vice President

and if to Borrower with copies to:

Wells Fargo Affordable Housing:

Wells Fargo Affordable Housing
Community Development Corporation
MAC D1053-170
301 South College Street
Charlotte, NC 28288
Attn: Director of Tax Credit Asset Management

and

Sidley Austin LLP
One South Dearborn Street
Chicago, IL 60603
Attention: Philip C. Spahn

10. Indemnity. BORROWER shall indemnify and hold CITY, and their officers, agents, officials, and employees free and harmless against any losses, damages, liability, claims, demands, judgments, actions, court costs, and legal or other expenses (including attorney's fees) which arise out of or in connection with the Borrower's activities under this NSP2 Regulatory

Agreement. This indemnity obligation shall not extend to any claim arising solely from the negligence or willful misconduct of CITY, their officers, agents, officials and employees. The provisions of this Section shall survive the expiration of the term of this NSP2 Regulatory Agreement.

11. **Relationship of Parties.** Nothing contained in this NSP2 Regulatory Agreement shall be interpreted or understood by any of the parties, or by any third person, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between CITY and BORROWER or its agents, employees or contractors. Except as CITY may specify in writing, BORROWER shall have no authority to act as an agent of CITY or to bind CITY to any obligation.

12. **Superiority of Agreement.** BORROWER covenants that, except in accordance with Section 3.5 of the Loan Agreement, BORROWER has not, and shall not, enter into or execute any other agreement with provisions contrary to the provision of this NSP2 Regulatory Agreement, or contrary to the intent of maintaining the affordability restrictions for the full Continued Affordability Period.

13. **Parties Bound; Covenants Running with the Land.** Except as otherwise limited in Section 4 herein, the provisions of this NSP2 Regulatory Agreement shall be binding upon and inure to the benefit of the parties and their successors, transferees, and assigns. This NSP2 Regulatory Agreement is intended to run with the land and shall bind BORROWER and its successors, assigns, transferees in the Property and future owners of the Property for the entire Continued Affordability Period regardless of any assignment, payment, expiration, extinguishment of any loan or note, any reconveyance of deed of trust, or any conveyance or

transfer of the Property, and the benefits hereof shall inure to the benefit of CITY and its successors and assigns.

14. **Interpretation; Affordability.** It is the intention of the parties to this NSP2 Regulatory Agreement that affordability be interpreted in view of the express goals of the NSP2 Requirements and specifically including the affordability regulations of Title 24 CFR Part 92. It is the purpose of this NSP2 Regulatory Agreement to limit and restrict the use of the Property in order to maintain the Property's affordability for the entire Continued Affordability Period.

15. **Amendments.** This NSP2 Regulatory Agreement, including any exhibits hereto, shall not be amended except in writing, signed by the Parties. Any amendment or addendum hereto shall expressly refer to this NSP2 Regulatory Agreement.

16. **No Liability.** No member, official, employee or agent of CITY shall be personally liable to BORROWER in the event of any default or breach by CITY or for any amount that may become due to BORROWER or any obligation under the terms of this NSP2 regulatory Agreement. No member, official, employee or agent of BORROWER shall be personally liable to CITY in the event of any default or breach by BORROWER or for any amount that may become due to CITY or any obligation under the terms of this NSP2 Regulatory Agreement.

17. **Governing Law.** This NSP2 Regulatory Agreement shall be interpreted under and be governed by the laws of the State of California.

18. **Venue.** Should either party institute suit or arbitration for enforcement or interpretation of any provision contained herein, the venue of such action shall be in Stanislaus County, California.

19. **Costs and Attorney Fees.** In the event that any legal or administrative action is commenced to interpret or to enforce the terms of this NSP2 Regulatory Agreement, the prevailing party in such action shall be entitled to recover all reasonable attorney's fees and costs incurred in such action.

20. **Severability.** Every provision of this NSP2 Regulatory Agreement is intended to be severable. If any provision of this NSP2 Regulatory Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

21. **No Waiver.** Any waiver by CITY of any obligation or condition in this NSP2 Regulatory Agreement must be in writing. No waiver will be implied from any delay or failure by CITY to take action on any breach or default of BORROWER, its assignee or transferee, or to pursue any remedy allowed under this NSP2 Regulatory Agreement or applicable law. Any extension of time granted to BORROWER, its assignee or transferee, to perform any obligation hereunder shall not operate as a waiver or release from any of its obligations under this NSP2 Regulatory Agreement. Consent by CITY to any act or omission by BORROWER, its assignee or transferee, shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for CITY's written consent to future waivers.

22. **Titles.** Any titles of the sections or subsections of this NSP2 Regulatory Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the NSP2 Regulatory Agreement's provisions.

23. **Interpretation.** The language of each and all paragraphs, terms and/or provisions of this NSP2 Regulatory Agreement, shall, in all cases and for any and all purposes, and in any

way and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any party hereto and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this agreement.

24. **Discretion Retained by CITY.** CITY's execution of this NSP2 Regulatory Agreement in no way limits the discretion of CITY in the permit and approval process in connection with any improvements by BORROWER.

25. **Recordation.** BORROWER acknowledges and agrees that this NSP2 Regulatory Agreement shall be recorded against the Property in the Office of the Recorder of the County of Stanislaus, and may be subordinated as provided in Section 3.5 of the Loan Agreement.

26. **Authority to Execute.** Each individual executing this NSP2 Regulatory Agreement on behalf of BORROWER represents and warrants that he/she is duly authorized to execute this NSP2 Regulatory Agreement on behalf of BORROWER

27. **Compliance With NSP2 Requirements.** BORROWER agrees that at all times its acts regarding the property and the use of NSP2 funds shall be in conformity with the NSP2 Requirements. BORROWER acknowledges that it is familiar with such applicable provisions and has been professionally advised to the extent necessary for the purpose of enabling BORROWER to fully comply with such provisions.

28. **Original Agreement.** As of the date of this Agreement, the City of Modesto Neighborhood Stabilization Program 2 Regulatory Agreement dated as of December 11, 2012 shall automatically terminate and be of no further force or effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2014- 444 adopted by the Council of the City of Modesto on the 4 day of November, 2014, and BORROWER has caused this Agreement to be duly executed.

CITY OF MODESTO, a municipal corporation

By: _____
James N. Holgersson, City Manager

ATTEST:

By: _____
Stephanie Lopez, City Clerk

(SEAL)

APPROVED AS TO LEGAL FORM
Adam U. Lindgren, City Attorney

By: _____ for:
Adam U. Lindgren, City Attorney

APPROVED AS TO RISK MANAGEMENT:

By: _____
Name: Beverly Jensen
for Risk Manager

[Additional Signature Page Follows]

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) SS
COUNTY OF Stanislaus)

On November 26, 2014 before me, Carol A. Averell , a Notary Public
(insert name and title of the officer)
personally appeared James N. Holgersson who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Witness my hand and official seal.

CAROL A. AVERELL
Commission # 2078947
Notary Public - California
Stanislaus County
My Comm. Expires Sep 16, 2018

WITNESS my hand and official seal.

Signature Carol A. Averell [Seal]
Carol A. Averell

BORROWER:

SAHA:

Satellite Affordable Housing Associates, a California nonprofit public benefit corporation

By: _____
Susan Friedland, Executive Director

ABHOW:

American Baptist Homes of the West, a California nonprofit public benefit corporation

By: _____
David B. Ferguson, President and CEO

By: _____
Ancel Romero, Senior Vice President-Affordable Housing

ACKNOWLEDGMENT

State of California
County of Monterey)

On November 20, 2014 before me, Susan G. Tolentino, Notary Public
(insert name and title of the officer)

personally appeared David B. Ferguson
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SUSAN G. TOLENTINO
Commission # 1916804
Notary Public - California
San Joaquin County
My Comm. Expires Dec 13, 2014

Signature Susan G Tolentino (Seal)
Susan G Tolentino

ACKNOWLEDGMENT

State of California
County of Monterey)

On November 20, 2014 before me, Susan G. Tolentino, Notary Public
(insert name and title of the officer)

personally appeared Ancel Romero

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SUSAN G. TOLENTINO
Commission # 1916804
Notary Public - California
San Joaquin County
My Comm. Expires Dec 13, 2014

Signature S Tolentino (Seal)
Susan G. Tolentino

State of California)
County of Alameda)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On 11/19/14 before me, Rosa Yee, Notary Public,
(here insert name and title of the officer)

personally appeared Susan Friedland —

—,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ROSA YEE
COMM. #1965317
Notary Public - California
Alameda County
My Comm. Expires Dec. 31, 2015

Signature Rosa Yee (Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document

titled/for the purpose of _____

_____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____ Title(s)

_____

- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

_____.

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
- ○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
- ☐ _____

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EXHIBIT A

Legal Description of Property

The land is situated in the State of California, Stanislaus County, City of Modesto, and is described as follows:

APN: 106-006-013

ORDER NO. : 1117010758-JM

EXHIBIT A

The land referred to is situated in the County of Stanislaus, City of Modesto, State of California, and is described as follows:

That portion of Lots 7 through 16 in Block 127 of the City of Modesto as per Map thereof filed December 21, 1942 in Volume 15 of Maps, Stanislaus County Records, described as follows:

BEGINNING at the north corner of said Lot 7, said point being on the southwesterly right of way line of 80.00 feet wide 17th Street; thence South 43° 12' 09" East, 250.05 feet on said right -of - way line to the east corner of aforementioned Lot 16 and the northwesterly right -of -way line of 80.00 feet wide G Street; thence South 46° 49' 09" West 139.94 feet on said northwesterly right of way line to the south corner of said Lot 16 and the northeasterly line of the 20.00 feet wide alley through Block 127; thence North 43° 11' 11" West 165.55 feet on said northeasterly alley line; thence leaving said northeasterly alley line, North 46° 49' 11" East 29.03 feet; thence, parallel with said northeasterly alley line, North 43° 11' 11" West 84.50 feet to the northwesterly line of aforementioned Lot 7; thence North 46° 49' 12" East 110.84 feet on the northwesterly line of said Lot 7 to the point of beginning.

APNS: 106-006-013

Assignment and Assumption Agreement dated November 24, 2014

Recorded at the Request of
Old Republic Title Company-
Oakland
11970107581

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Modesto
Recreation and Neighborhoods Department
1010 10th Street
P. O. Box 642
Modesto, CA 95353

Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2014-0080141-00
Acct 403-Mail Documents
Wednesday, DEC 03, 2014 10:12:55
Ttl Pd $0.00 Rcpt # 0003596855
OLD/R3/1-12

NO FEE FOR RECORDING PURSUANT TO
GOVERNMENT CODE SECTION 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT AND ASSUMPTION AGREEMENT

(Tower Park NSP2 Loan Documents)

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is entered into as of November 24 2014 (the "Effective Date"), by and among the City of Modesto, a municipal corporation (the "City"), Satellite Affordable Housing Associates, a California nonprofit public benefit corporation ("SAHA"), American Baptist Homes of the West, a California nonprofit public benefit corporation ("ABHOW") and Tower Park, L.P., a California limited partnership (the "Partnership"), with reference to the following facts.

RECITALS

A. The City provided a loan of Neighborhood Stabilization Program 2 ("NSP2") funds to SAHA and ABHOW in the amount of Two Hundred Fifty Thousand Dollars ($250,000) (the "NSP2 Loan") to assist in the financial feasibility for the development of a senior housing project (the "Development").

B. The NSP2 Loan is evidenced by that certain City of Modesto NSP2 Loan Agreement dated December 11, 2012, as amended by that certain First Amendment to the City of Modesto NSP2 Loan Agreement dated as of November 24, 2014 (collectively, the "Loan Agreement") and that certain Promissory Note in the amount of Two Hundred Fifty Thousand Dollars ($250,000) dated as of December 11, 2012 (the "NSP2 Note") and secured by that certain Deed of Trust with Assignment of Rents dated as of November 24, 2014 (the "NSP2 Deed of Trust") and also secured by that certain City of Modesto Neighborhood Stabilization Program 2 Regulatory Agreement dated as of November 24, 2014 (the "NSP2 Regulatory Agreement"). The Loan Agreement, the NSP2 Note, the NSP2 Deed of Trust and the NSP2 Regulatory Agreement are referred to in this Agreement collectively as the "NSP2 Loan Documents."

C. The Partnership intends to develop the Development. SAHA and ABHOW desire to enter into this Agreement to assign the NSP2 Loan Documents and all of SAHA and ABHOW's respective rights, title, and interest in and obligations under the NSP2 Loan Documents to the Partnership, and the Partnership is entering into this Agreement to assume all

of SAHA and ABHOW's rights, title, and interest in and obligations under the NSP2 Loan Documents from SAHA and ABHOW.

D. The City is entering into this Agreement in order to provide consent to the assignment of the NSP2 Loan Documents from SAHA and ABHOW to the Partnership.

E. The City, SAHA, ABHOW and the Partnership are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated in this Agreement by this reference, the mutual promises of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties mutually agree as follows:

1. Assignment by SAHA and ABHOW.

(a) SAHA assigns to the Partnership all of SAHA's right, title, and interest in and obligations under the NSP2 Loan Documents (the "SAHA Assignment").

(b) ABHOW assigns to the Partnership all of SAHA's right, title, and interest in and obligations under the NSP2 Loan Documents (the "SAHA Assignment").

2. Acceptance of Assignment by the Partnership.

(a) As of the Effective Date, the Partnership accepts the Assignment and assumes, agrees, and undertakes to perform all of the obligations, covenants, and agreements of SAHA pursuant to the NSP2 Loan Documents. As of the Effective Date, any reference in the NSP2 Loan Documents to the "Borrower" or the "Owner" is deemed a reference to the Partnership.

(b) As of the Effective Date, the Partnership accepts the Assignment and assumes, agrees, and undertakes to perform all of the obligations, covenants, and agreements of ABHOW pursuant to the NSP2 Loan Documents. As of the Effective Date, any reference in the NSP2 Loan Documents to the "Borrower" or the "Owner" is deemed a reference to the Partnership.

3. Releases.

(a) As of the Effective Date, SAHA is released from all obligations imposed under the NSP2 Loan Documents with respect to matters occurring from and after the Effective Date.

(b) As of the Effective Date, ABHOW is released from all obligations imposed under the NSP2 Loan Documents with respect to matters occurring from and after the Effective Date.

4. Consent of the City. By executing this Agreement, the City consents to the Assignment of the NSP2 Loan Documents from SAHA and ABHOW to the Partnership and the release of SAHA and ABHOW from the NSP2 Loan Documents as of the Effective Date.

5. Representations.

(a) The Partnership represents and warrants that the Partnership is a duly formed, validly existing limited partnership in good standing under the laws of the State of California, and has the power and authority to execute this Agreement and perform the obligations under the NSP2 Loan Documents.

(b) SAHA represents and warrants that it has not previously assigned, pledged, hypothecated or otherwise transferred any of its right, title, or interest in or obligations under the NSP2 Loan Documents.

(c) ABHOW represents and warrants that it has not previously assigned, pledged, hypothecated or otherwise transferred any of its right, title, or interest in or obligations under the NSP2 Loan Documents.

6. Further Approvals. Each Party to this Agreement shall execute and deliver such instruments, documents and other written information and take such other actions as another Party may reasonably require in order to carry out the intent of this Agreement.

7. Full Force and Effect. Except as set forth in this Agreement, the NSP2 Loan Documents remain unmodified and in full force and effect.

8. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the Parties.

9. California Law. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of California, without regard to conflict of law principles.

10. Invalidity. Any provision of this Agreement which is determined by a court to be invalid or unenforceable shall be deemed severed from this Agreement, and the remaining provisions shall remain in full force and effect as if the invalid or unenforceable provision had not been a part of this Agreement.

11. Headings. The headings used in this Agreement are for convenience only and shall be disregarded in interpreting the substantive provisions of this Agreement.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SAHA:

Satellite Affordable Housing Associates, a California nonprofit public benefit corporation

By: _____
Susan Friedland, Executive Director

ABHOW:

American Baptist Homes of the West, a California nonprofit public benefit corporation

By: _____
David B. Ferguson, President and CEO

By: _____
Ancel Romero, Senior Vice President-Affordable Housing

PARTNERSHIP:

Tower Park L.P., a California limited partnership

By: Tower Park LLC, a California limited liability company, its managing general partner

By: Satellite AHA Development Inc., a California nonprofit public benefit corporation, its managing member

By: _____
Susan Friedland, its Executive Director

By: Carmel Senior Housing, Inc., a California nonprofit public benefit corporation, its member

By: _____
S. Louise Rankin, its Secretary

[CITY SIGNATURE PAGE FOLLOWS]

State of California)
County of Alameda)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On 11/19/14 before me, Rosa Yee, Notary Public
(here insert name and title of the officer),

personally appeared Susan Friedland

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ROSA YEE
COMM. #1965317
Notary Public - California
Alameda County
My Comm. Expires Dec. 31, 2015

Signature _____ (Seal)

Rosa Yee

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document

titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

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ACKNOWLEDGMENT

State of California
County of Monterey)

On November 20, 2014 before me, Susan G. Tolentino, Notary Public
(insert name and title of the officer)

personally appeared David B. Ferguson
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SUSAN G. TOLENTINO
Commission # 1916804
Notary Public - California
San Joaquin County
My Comm. Expires Dec 13, 2014

Signature _____ (Seal)
Susan G. Tolentino

ACKNOWLEDGMENT

State of California
County of Monterey)

On November 20, 2014 before me, Susan G. Tolentino, Notary Public
(insert name and title of the officer)

personally appeared Ancel Romero

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SUSAN G. TOLENTINO
Commission # 1916804
Notary Public - California
San Joaquin County
My Comm. Expires Dec 13, 2014

Signature Susan G. Tolentino (Seal)
Susan G. Tolentino

ACKNOWLEDGMENT

State of California
County of Monterey)

On November 20, 2014 before me, Susan G. Tolentino, Notary Public
(insert name and title of the officer)

personally appeared S. Louise Rankin,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SUSAN G. TOLENTINO
Commission # 1916804
Notary Public - California
San Joaquin County
My Comm. Expires Dec 13, 2014

Signature S Tolentino (Seal)
Susan Tolentino

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2014-444 adopted by the Council of the City of Modesto on the 4 day of November, 2014, and BORROWER has caused this Agreement to be duly executed.

CITY OF MODESTO, a municipal corporation

By: _____
James N. Holgersson, City Manager

ATTEST:

By: _____
Stephanie Lopez, City Clerk

(SEAL)

APPROVED AS TO LEGAL FORM
Adam U. Lindgren, City Attorney

By: _____ for:
Adam U. Lindgren, City Attorney

APPROVED AS TO RISK MANAGEMENT:

By: _____
Name: _____
Risk Manager

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) SS
COUNTY OF Stanislaus)

On November 26, 2014 before me, Carol A. Averell , a Notary Public
(insert name and title of the officer)
personally appeared James N. Holgersson who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Witness my hand and official seal.

CAROL A. AVERELL
Commission # 2078847
Notary Public - California
Stanislaus County
My Comm. Expires Sep 16, 2018

WITNESS my hand and official seal.

Signature Carol A. Averell [Seal]
Carol A. Averell

EXHIBIT A

LEGAL DESCRIPTION

The land referred to is situated in the City of Modesto, County of Stanislaus, State of California, and is described as follows:

ORDER NO. : 1117010758-JM

EXHIBIT A

The land referred to is situated in the County of Stanislaus, City of Modesto, State of California, and is described as follows:

That portion of Lots 7 through 16 in Block 127 of the City of Modesto as per Map thereof filed December 21, 1942 in Volume 15 of Maps, Stanislaus County Records, described as follows:

BEGINNING at the north corner of said Lot 7, said point being on the southwesterly right of way line of 80.00 feet wide 17th Street; thence South 43° 12' 09" East, 250.05 feet on said right -of -way line to the east corner of aforementioned Lot 16 and the northwesterly right -of -way line of 80.00 feet wide G Street; thence South 46° 49' 09" West 139.94 feet on said northwesterly right of way line to the south corner of said Lot 16 and the northeasterly line of the 20.00 feet wide alley through Block 127; thence North 43° 11' 11" West 165.55 feet on said northeasterly alley line; thence leaving said northeasterly alley line, North 46° 49' 11" East 29.03 feet; thence, parallel with said northeasterly alley line, North 43° 11' 11" West 84.50 feet to the northwesterly line of aforementioned Lot 7; thence North 46° 49' 12" East 110.84 feet on the northwesterly line of said Lot 7 to the point of beginning.

APNS: 106-006-013

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-281

RESOLUTION APPROVING THE (1) FIVE-YEAR CONSOLIDATED PLAN (2010-2015) AND FISCAL YEAR 2015-16 ANNUAL ACTION PLAN FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIP GRANT, AND EMERGENCY SOLUTIONS GRANT FUNDS AND (2) ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SIGN THE REQUIRED CERTIFICATIONS AND DOCUMENTS FOR SUBMITTAL TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires entitlement grantees adopt a comprehensive, long-term plan for the use of its HUD funds, and

WHEREAS, the Five-Year Consolidated Plan (CP), also referred to as the Strategic Plan, analyzes the City's housing and community development needs, with a priority focus on low- and moderate-income individuals, households, and neighborhoods, and describes long-term strategies for meeting those needs, and

WHEREAS, HUD also requires entitlement grantees to adopt an Annual Action Plan (AAP), and

WHEREAS, this document describes the how funds will be used in a particular fiscal year to address the needs and priorities established through the CP, and

WHEREAS, on February 14, 2000, a requirement was imposed that state and local entitlement jurisdictions receiving funding through the CP process should update, where appropriate, its Analysis of Impediments (AI) to reflect the current fair housing situation in the community, and

WHEREAS, the AI reviews a jurisdiction's laws, regulations, and administrative policies, procedures, and practices as well as evaluates how those laws affect the location, availability, and accessibility of housing, and

WHEREAS, notice has been duly given to the community of the proposed CP, AAP and AI, and to provide a 30-day comment period, which began July 3, 2015, and ended on August 5, 2015, and

WHEREAS, the Citizens Housing and Community Development Committee (CH&CDC) considered the proposed CP, AAP and AI at its July 15, 2015 meeting, and recommended forwarding to the Council for approval, and

WHEREAS, a duly noticed public hearing was held by the City Council on August 5, 20155:30 p.m., in the Tenth Street Place Chambers, located at 1010 Tenth Street, and

WHEREAS, any comments received during the 30-day public review period or during the City Council meeting will be incorporated into the final CP, AAP and AI.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes approval of the (1) five-year consolidated plan (2010-2015) and fiscal year 2015-16 annual action plan for the use of Community Development Block Grant, HOME investment partnership grant, and Emergency Solutions Grant funds and (2) Analysis of Impediments to Fair Housing Choice, and

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby authorizes the City Manager, or his designee, to sign the required certifications and documents for submittal to the U.S. Department of Housing and Urban Development

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 5th day of August, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-282

Print

RESOLUTION APPROVING THE RESULTS OF THE ACTUARIAL VALUATION OF THE CITY OF MODESTO OTHER POST-EMPLOYMENT BENEFITS (OPEB) PLAN AS OF JANUARY 1, 2015 CONDUCTED IN ACCORDANCE WITH THE GOVERNMENTAL ACCOUNTING STANDARDS BOARD IN STATEMENT 43 AND 45 (GASB 45)

WHEREAS, the Governmental Accounting Standards Board (GASB) establishes financial accounting and reporting standards for state and local governmental entities, which recognize GASB as the official source of generally accepted accounting principles for state and local government, and

WHEREAS, GASB 45 establishes standards for accounting and financial reporting of "Other Post-Employment Benefits" (OPEBs) and requires every two years each public agency to engage a certified actuary to calculate several actuarial measures estimating the current and future costs and liabilities of an agency's OPEBs, and

WHEREAS, in City of Modesto, the only OPEB offered is retiree health, dental and vision insurance, and

WHEREAS, the City entered into an agreement with Segal Co to prepare the GASB 45 required compliance report for an OPEB actuarial valuation; and

WHEREAS, on June 15, 2015 Segal provided a final actuarial valuation as of January 1, 2015, which resulted in an unfunded actuarial accrued liability of $31,691,066, a decrease of $46,554,898 from the prior valuation.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto hereby approves the results of the actuarial valuation of OPEB as of January 1, 2015.

The foregoing resolution was introduced at regular meeting of the Council of the City of Modesto held on the 5th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-283

A RESOLUTION APPOINTING WILLIAM GAINES TO THE EQUAL OPPORTUNITY/DISABILITY COMMISSION AND HUMAN RELATIONS COMMISSION WITH A TERM EXPIRATION OF AUGUST 11, 2017

WHEREAS, Section 1102 of the Charter of the City of Modesto authorizes the City Council to appoint members to various Boards and Commissions, and

WHEREAS, the Appointments Committee met on July 28, 2015, and recommended appointment of WILLIAM GAINES to serve jointly on the Equal Opportunity/ Disability Commission and Human Relations Commission.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto as follows:

SECTION I. WILLIAM GAINES is hereby appointed to serve jointly on the Equal Opportunity/Disability Commission and Human Relations Commission with a term expiration of August 11, 2017.

SECTION 2. The City Clerk is hereby directed to transmit a copy of this resolution to the reappointed members of the Commissions and the Secretary thereof.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of August, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-284

A RESOLUTION APPOINTING JESSICA SELF TO THE EQUAL OPPORTUNITY/DISABILITY COMMISSION AND HUMAN RELATIONS COMMISSION WITH A TERM EXPIRATION OF AUGUST 11, 2017

WHEREAS, Section 1102 of the Charter of the City of Modesto authorizes the City Council to appoint members to various Boards and Commissions, and

WHEREAS, the Appointments Committee met on July 28, 2015, and recommended appointment of JESSICA SELF to serve jointly on the Equal Opportunity/ Disability Commission and Human Relations Commission.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto as follows:

SECTION I. JESSICA SELF is hereby appointed to serve jointly on the Equal Opportunity/Disability Commission and Human Relations Commission with a term expiration of August 11, 2017.

SECTION 2. The City Clerk is hereby directed to transmit a copy of this resolution to the reappointed members of the Commissions and the Secretary thereof.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of August, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-285

A RESOLUTION APPOINTING LIDUVINA GONZALEZ TO THE EQUAL OPPORTUNITY/DISABILITY COMMISSION AND HUMAN RELATIONS COMMISSION WITH A TERM EXPIRATION OF AUGUST 11, 2017

WHEREAS, Section 1102 of the Charter of the City of Modesto authorizes the City Council to appoint members to various Boards and Commissions, and

WHEREAS, the Appointments Committee met on July 28, 2015, and recommended appointment of LIDUVINA GONZALEZ to serve jointly on the Equal Opportunity/ Disability Commission and Human Relations Commission.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto as follows:

SECTION I. LIDUVINA GONZALEZ is hereby appointed to serve jointly on the Equal Opportunity/Disability Commission and Human Relations Commission with a term expiration of August 11, 2017.

SECTION 2. The City Clerk is hereby directed to transmit a copy of this resolution to the reappointed members of the Commissions and the Secretary thereof.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of August, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-286

A RESOLUTION APPOINTING SANDRA GRAHAM TO THE EQUAL OPPORTUNITY/DISABILITY COMMISSION AND HUMAN RELATIONS COMMISSION WITH A TERM EXPIRATION OF AUGUST 11, 2017

WHEREAS, Section 1102 of the Charter of the City of Modesto authorizes the City Council to appoint members to various Boards and Commissions, and

WHEREAS, the Appointments Committee met on July 28, 2015, and recommended appointment of SANDRA GRAHAM to serve jointly on the Equal Opportunity/ Disability Commission and Human Relations Commission.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto as follows:

SECTION I. SANDRA GRAHAM is hereby appointed to serve jointly on the Equal Opportunity/Disability Commission and Human Relations Commission with a term expiration of August 11, 2017.

SECTION 2. The City Clerk is hereby directed to transmit a copy of this resolution to the reappointed members of the Commissions and the Secretary thereof.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of August, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-287

A RESOLUTION APPOINTING AMIN VOHRA TO THE EQUAL OPPORTUNITY/DISABILITY COMMISSION AND HUMAN RELATIONS COMMISSION WITH A TERM EXPIRATION OF AUGUST 11, 2017

WHEREAS, Section 1102 of the Charter of the City of Modesto authorizes the City Council to appoint members to various Boards and Commissions, and

WHEREAS, the Appointments Committee met on July 28, 2015, and recommended appointment of AMIN VOHRA to serve jointly on the Equal Opportunity/ Disability Commission and Human Relations Commission.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto as follows:

SECTION I. AMIN VOHRA is hereby appointed to serve jointly on the Equal Opportunity/Disability Commission and Human Relations Commission with a term expiration of August 11, 2017.

SECTION 2. The City Clerk is hereby directed to transmit a copy of this resolution to the reappointed members of the Commissions and the Secretary thereof.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of August, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-288

RESOLUTION APPROVING A PROJECT TO IMPROVE THE PLAYGROUNDS AT FREEDOM AND SANDERS NEIGHBORHOOD PARKS AND AUTHORIZING THE ESTABLISHMENT OF CAPITAL IMPROVEMENT PROJECT #100892 – PLAYGROUND IMPROVEMENTS AT FREEDOM AND SANDERS PARKS BUDGET IN THE AMOUNT OF $307,100

WHEREAS, the City of Modesto originally opened Freedom Neighborhood Park in 2007, and

WHEREAS, the City of Modesto originally opened Sanders Neighborhood Park in 2008, and

WHEREAS, Freedom and Sanders Neighborhood Parks are located in the city's Village One Specific Plan Area and serve the residents of Village One, and

WHEREAS, the original colors and play events used in the development of Freedom Park have proven over time to not be durable and have faded, crumbled or continue to deteriorate, and

WHEREAS, the original colors and play events used in the development of Sanders Park have proven over time to not be durable or have been vandalized and have faded, crumbled or continue to deteriorate, and

WHEREAS, staff has redesigned portions of the playgrounds into simpler, more exciting and durable playgrounds, and

WHEREAS, funding is available in Community Facilities District No. 1996-1 (Village One) and Community Facilities District No. 2004-1 (Village One #2) annual maintenance special taxes funds to implement the playground improvements.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the project to improve the playgrounds at Freedom and Sanders Neighborhood Parks and authorizing the establishment of Capital Improvement Project #100892 – Playground Improvements at Freedom and Sanders Parks budget in the amount of $307,100 and authorizes the Finance Director, or her designee, to execute all budget transactions relating to this project.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-289

Print

RESOLUTION AUTHORIZING THE ESTABLISHMENT OF CAPITAL IMPROVEMENT PROJECT #100892 – PLAYGROUND IMPROVEMENTS AT FREEDOM AND SANDERS PARKS AND AMENDING THE FISCAL YEAR 2015-16 CAPITAL IMPROVEMENT PROGRAM BUDGET IN THE AMOUNT OF $307,100 FOR PROJECT #100892

WHEREAS, the City of Modesto originally opened Freedom Neighborhood Park in 2007, and

WHEREAS, the City of Modesto originally opened Sanders Neighborhood Park in 2008, and

WHEREAS, Freedom and Sanders Neighborhood Parks are located in the city's Village One Specific Plan Area and serve the residents of Village One, and

WHEREAS, staff has redesigned portions of the playgrounds into simpler, more exciting and durable playgrounds, and

WHEREAS, funding is available in Community Facilities District No. 1996-1 (Village One) and Community Facilities District No. 2004-1 (Village One #2) annual maintenance special taxes funds to implement the playground improvements.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the establishment of Capital Improvement Project #100892 – Playground Improvements at Freedom and Sanders Parks and amends the FY2015-2016 Capital Improvement Program budget in the amount of $307,100.00 for project #100892 and authorizes the Finance Director, or her designee, to execute all budget transactions relating to this project.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-290

RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER, OR HIS DESIGNEE, TO SUBMIT THE CITY OF MODESTO BALLOT WITH A "YES" VOTE FOR THE FORMATION OF A COMMUNITY BENEFIT DISTRICT (CBD) IN DOWNTOWN MODESTO

WHEREAS, at its May 5, 2015 meeting, the City Council adopted Ordinance No. 3616-C.S. adding Chapter 9 "Community Benefit Districts" to Title 8 "Finance, Revenue and Taxation" of the Modesto Municipal Code, enabling the formation of a Community Benefit District, and

WHEREAS, at its June 23, 2015 meeting, the City Council, by Resolution 2015-204, unanimously declared its intention to establish the Downtown Modesto Community Benefit District and to levy and collect assessments within said District pursuant to City of Modesto Municipal Code Title 8, Chapter 9 pertaining to the formation of a community benefit district, and calling an assessment ballot proceeding and establishing a time and place for a public hearing, and

WHEREAS, ballots were prepared by New City America, Inc. and the finalized ballots were mailed to property owners by the City Clerk on July 10, 2015, and

WHEREAS, a public hearing for the establishment of a Community Benefit District for 15 years is set for September 1, 2015.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes and directs the City Manager, or his designee, to submit the City of Modesto ballot with a "Yes" vote for the formation of a Community Benefit District (CBD) in Downtown Modesto.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-291

RESOLUTION AUTHORIZING THE AWARD OF BID FOR THE PURCHASE OF ONE TRUCK WITH AERIAL BUCKET FOR THE PUBLIC WORKS DEPARTMENT, COMMUNITY FORESTRY DIVISION AND ONE TRUCK WITH AERIAL BUCKET FOR THE PUBLIC WORKS DEPARTMENT, GREEN WASTE DIVISION THROUGH THE PUBLIC WORKS DEPARTMENT, FLEET SERVICES DIVISION, TO ALTEC INDUSTRIES, CREEDMOOR, NC, FOR AN ESTIMATED TOTAL COST OF $343,991

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for new vehicles and heavy equipment, through various competitive processes, with the Purchasing Division coming back to Council for award authorization. The two (2) trucks with aerial bucket were included in the new vehicles and heavy equipment list authorized by the City Manager, and

WHEREAS, the replacement truck with aerial bucket for the Public Works Department, Green Waste Division, has been subjected to a thorough evaluation and has met or exceeded the replacement criteria before being placed on the replacement list, and

WHEREAS, the truck with aerial bucket requested by the Community Forestry Division is to support the growth in personnel that new funding has made possible, and

WHEREAS, the Purchasing Division issued RFB 1415-37 for the purchase of two (2) trucks with aerial bucket to two hundred and forty-five (245) prospective bidders, three (3) of which were local companies, and

WHEREAS, fifteen (15) companies chose to download the RFB document, and

WHEREAS, bids were formally opened in the City Clerk's office. Three (3) companies chose to respond. None of which were local companies.

WHEREAS, all three (3) companies provided responsive and responsible bids, and

WHEREAS, based on providing the lowest responsive and responsible bid, City staff recommends the award of bid for the purchase of two (2) trucks with aerial bucket, to Altec Industries, Creedmoor, NC, for a total estimated cost of $343,991, and

WHEREAS, sufficient funds are budgeted in Fiscal Year 2015-16, in appropriation unit 5409-53246-57003 and 4892-56040-57003, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. The award of bid for the purchase of two (2) trucks with aerial bucket to Altec Industries, Creedmoor, NC, conforms to the Modesto Municipal Code.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of bid for the purchase of one truck with aerial bucket for the Public Works Community Forestry Division and one truck with aerial bucket for the Public Works Green Waste Division through the Public Works Department, Fleet Services Division to Altec Industries, Creedmoor, NC.

BE IT FURTHER RESOLVED that the Purchasing Manager or his designee to issue a purchase order for a total estimated cost of $343,991.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-292

RESOLUTION AUTHORIZING THE AWARD OF BID FOR THE FURNISHING OF TIRE RECAPPING AND RELATED SERVICES FOR THE PUBLIC WORKS DEPARTMENT, FLEET SERVICES DIVISION TO BRANNON TIRES, STOCKTON, CA, FOR A TWO (2) YEAR AGREEMENT WITH THREE (3) ONE-YEAR EXTENSION OPTIONS AT THE SOLE DISCRETION OF THE CITY, AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO ISSUE A PURCHASE AGREEMENT FOR AN ESTIMATED ANNUAL COST OF $63,691, AND OVER FIVE (5) YEARS OF $318,455

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for the furnishing of tire recapping and related services, and

WHEREAS, the Purchasing Division issued RFB No. 1415-33 Tire Recapping and Related Services on the City's website under the commodity code for tire recapping services, to eight (8) prospective bidders, three (3) of which were local companies, and

WHEREAS, bids were formally opened in the City Clerk's Office. Two (2) companies chose to respond, one of which was a local company, and

WHEREAS, both companies provided responsive and responsible bids, and

WHEREAS, based on providing the lowest responsive and responsible bid, City staff recommends the award of bid for the furnishing of tire recapping and related services for the Public Works Department, Fleet Services Division to Brannon Tires, Stockton, CA, for a two (2) agreement with three (3) one-year extension options at the sole discretion of the City, for an estimated annual cost of $63,691, and over five (5) years of $318,455, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all

purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. The award of bid for the furnishing of tire recapping and relates services for the Public Works Department, Fleet Services Division to Brannon Tires, Stockton, CA, conforms to Modesto Municipal Code 8-3.203, and

WHEREAS, funds are budgeted in Fiscal Year 2015-16 in Appropriation Unit: 4540-53244-53105 and 5400-53255-53105.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of bid for the furnishing of tire recapping and related services for the Public Works Department, Fleet Services Division to Brannon Tires, Stockton, CA, for a two (2) year agreement with three (3) one-year extension options at the sole discretion of the City.

BE IT FURTHER RESOLVED that the Purchasing Manager, or his designee, is hereby authorized to issue a purchase agreement for an estimated annual cost of $63,691.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-293

RESOLUTION DIRECTING THE CITY MANAGER, OR HIS DESIGNEE, TO DEVELOP A MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF STANISLAUS AND THE VETERANS FOUNDATION OF STANISLAUS COUNTY TO DEVELOP A VETERAN'S CENTER IN MODESTO AND TO AMEND THE BUDGET TO INCLUDE AN $80,000 CONTRIBUTION FROM THE CITY OF MODESTO'S GENERAL FUND FOR TEN (10) FISCAL YEARS

WHEREAS, an estimated 27,000 veterans reside within the County, with further growth anticipated as the general population increases with veterans returning from active duty, and

WHEREAS, the City of Modesto is desirous of partnering with the County of Stanislaus and the Veterans Foundation of Stanislaus County to develop a Veteran's Center to provide increased services to veterans in a central location, and

WHEREAS, the Veteran's Center will be located in Modesto and will have a positive economic impact on the community, and

WHEREAS, the City of Modesto, County of Stanislaus and the Veteran's Foundation of Stanislaus County will enter into a facility agreement which will outline each organizations duties.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Modesto to direct the City Manager, or his designee, to develop a Memorandum of Understanding between the County of Stanislaus and the Veterans Foundation of Stanislaus to develop a Veteran's Center in Modesto to be brought back for consideration by the Council.

BE IT FURTHER RESOLVED that the Council directs the City Manager, or his designee, to amend the budget to incorporate an $80,000 contribution from the City of Modesto's General Fund for ten (10) fiscal years upon approval of the aforementioned

Memorandum of Understanding and a Facility Agreement with the Veteran's Center Lessee.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of August, 2015 by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-294

RESOLUTION APPROVING THE RESTATED AND AMENDED LICENSE AGREEMENT WITH THE MODESTO NUTS PROFESSIONAL BASEBALL CLUB AND AUTHORIZE THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE RESTATED AND AMENDED AGREEMENT

WHEREAS, the City of Modesto (CITY) and the Modesto Nuts (CLUB) entered into a written Field License Agreement in 2006 to define use by CITY and CLUB of John Thurman Field (STADIUM) and revenue-sharing between CITY and CLUB for STADIUM baseball related events, and

WHEREAS, the CITY and the CLUB have not updated the Field License Agreement relating to use of John Thurman Field since 2010, and

WHEREAS, CITY and CLUB now wish to remove language from the Agreement that is no longer applicable, and

WHEREAS, CITY and CLUB desire that CLUB be allowed to book non-baseball events at John Thurman Field, thereby increasing revenue for both CLUB and CITY, and

WHEREAS, CITY and CLUB desire to allow CLUB to perform John Thurman Field Improvements in lieu of future shared revenue payments.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto, that it hereby approves the Restated and Amended License Agreement with the Modesto Nuts Professional Baseball Club and the City of Modesto.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Restated and Amended Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto on the 11th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-295

RESOLUTION APPROVING AMENDMENT NO. 2 TO AGREEMENT 397 BETWEEN THE CITY OF MODESTO AND CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR STATE ROUTE 99 / PELANDALE AVENUE INTERCHANGE RECONSTRUCTION PROJECT, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AMENDMENT

WHEREAS, the State Route 99 / Pelandale Avenue Interchange Reconstruction Project is a State Project to address the traffic congestion problem at Pelandale Avenue and Highway 99 Interchange, and

WHEREAS, the project is critical to increase traffic safety, relieve congestion and enhance traffic operations within the Interchange and along the adjacent streets, and will regionally benefit the operational capacity of SR 99 and the surrounding road network, and

WHEREAS, as the project is on a State Highway and construction is funded by "The Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 passed by voters in November 2006 included $1.0 billion for the State Route 99 Corridor", and

WHEREAS, on May 22, 2012 the City Council, by Resolution No. 2012-176, approved a Cooperative Agreement (10-397) between the City of Modesto and Caltrans for the construction of State Route 99 / Pelandale Avenue Interchange Reconstruction Project, and

WHEREAS, on September 9, 2014 the City Council, by Resolution No. 2014-343, approved Amendment No. 1 to the Cooperative Agreement (10-397) between the City of

Modesto and Caltrans for the construction of State Route 99 and Pelandale Avenue Interchange Reconstruction Project, and

WHEREAS, a second amendment to the Cooperative Agreement (10-397) is required to document the terms and conditions of Caltrans contribution of State Route 99 Bond Funds to reallocate $300,000 from Construction Capital to Construction Support for additional support costs.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves Amendment No. 2 to Agreement 397 between the City of Modesto and California Department of Transportation (Caltrans) for State Route 99 and Pelandale Avenue Interchange Reconstruction Project.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute Amendment No. 2 to Agreement 397.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-296

RESOLUTION AMENDING THE FISCAL YEAR 2015/2016 CAPITAL IMPROVEMENT BUDGET AS REFLECTED IN EXHIBIT A, AND REALLOCATING $300,000 OF THE STATE ROUTE 99 PROPOSITION 1B BOND SAVINGS CIP PROJECT NO. 100786, FROM CONTINGENCY-CIP TO CONSTRUCTION ADMINISTRATION, AND AUTHORIZING THE FINANCE DIRECTOR, OR HER DESIGNEE, TO IMPLEMENT THE PROVISIONS OF THE RESOLUTION

WHEREAS, the State Route 99 / Pelandale Avenue Interchange Reconstruction Improvement Project is a State Project to address the traffic congestion problem at Pelandale Avenue and Highway 99 Interchange, and

WHEREAS, the project is critical to increase traffic safety, relieve congestion and enhance traffic operations within the Interchange and along the adjacent streets, and will regionally benefit the operational capacity of SR 99 and the surrounding road network, and

WHEREAS, on May 22, 2012 the City Council, by Resolution No. 2012-176, approved a Cooperative Agreement (10-397) between the City of Modesto and Caltrans for the construction of State Route 99 / Pelandale Avenue Interchange Reconstruction Project, and

WHEREAS, the approved Cooperative Agreement (10-397) between the City of Modesto and Caltrans provided State Route 99 Bond Funds for Construction Capital and Construction Support in the amount of $43,800,000, and

WHEREAS, on February 25, 2014, the City Council, by Resolution No. 2014-73 amended the Fiscal Year 2013/2014 Capital Improvement Budget reducing allocation of the State Route 99 Proposition 1B Bond Savings CIP Project No.100786 from $43,800,000 to $41,061,629, and

WHEREAS, on September 9, 2014, the City Council, by Resolution No. 2014-344 amended the Fiscal Year 2014/2015 Capital Improvement Budget increasing allocation of the State Route 99 Proposition 1B Bond Savings CIP Project No.100786 from $41,061,629 to $41,630,000 , and

WHEREAS, a second amendment to the Cooperative Agreement (10-397) is required to document the terms and conditions of Caltrans contribution of State Route 99 Bond Funds to Project Construction Capital and Project Construction Support, and

WHEREAS, the second amendment to the Cooperative Agreement (10-397) between the City of Modesto and Caltrans reallocates $300,000 from Construction Capital to Construction Support, and

WHEREAS, certain budgetary transactions as shown on **Exhibit** A are necessary, in order to construct the State Route 99 / Pelandale Avenue Interchange Reconstruction Project, and

WHEREAS, the Fiscal Year 2015-2016 Capital Improvement Program budget should be amended for State Route 99 / Pelandale Avenue Interchange Reconstruction Project as shown in **Exhibit** A.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2015-2016 Capital Improvement Program budget as reflected in **Exhibit** A, and reallocate $300,000 from Contingency-CIP to Construction Administration, and authorizing the Finance Director, or her designee, to implement the provisions of the resolution.

BE IT FURTHER RESOLVED, that the Finance Director, or her designee, is hereby authorized to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT A

100786 -State Route 99 / Pelandale Avenue Interchange Reconstruction Project

CONSTRUCTION CAPITAL

Task	Current Funding	Increase/(Decrease)	Proposed Funding
Construction	$30,999,969	N/A	$30,999,969
Contingency-CIP	$3,100,671	-$300,000	$2,800,671
Con - Supp Work	$2,329,360	N/A	$2,329,360
Construction Capital Total	$36,430,000	-$300,000	$36,130,000

CONSTRUCTION SUPPORT

Task	Current Funding	Increase/(Decrease)	Proposed Funding
Construction Admin.	$978,995	$300,000	$1,278,995
Consultant Charges	$4,221,005	N/A	$4,221,005
Construction Support Total	$5,200,000	$300,000	$5,500,000
PROJECT TOTAL FUNDING	**$41,630,000**		**$41,630,000**

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-297

RESOLUTION ACCEPTING THE WORK BY MOUNTAIN CASCADE, INC., FOR THE "AREA 2 STORM DRAIN CROSS CONNECTION REMOVAL PROJECT – PHASE 1 GARRISON PARK" AS COMPLETE, AUTHORIZING THE CITY CLERK TO FILE A NOTICE OF COMPLETION WITH THE STANISLAUS COUNTY RECORDER UPON RECEIPT OF APPROVED WARRANTY BOND, TO RELEASE SECURITIES UPON EXPIRATION OF STATUTORY PERIODS, AND AUTHORIZING PAYMENT OF AMOUNTS TOTALING $3,161,752

WHEREAS, a report has been filed by the Director of Utilities that the Area 2 Storm Drain Cross Connection Removal Project – Phase 1 Garrison Park has been completed by Mountain Cascade, Inc. in accordance with the contract agreement dated November 6, 2013,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Area 2 Storm Drain Cross Connection Removal Project – Phase 1 Garrison Park is hereby accepted as complete from said contractor, Mountain Cascade, Inc. and that the City Clerk is authorized to file a Notice of Completion with the Stanislaus County Recorder upon receipt of approved Warranty Bond, to release securities upon expiration of statutory periods, and that payment of amounts totaling $3,161,752 is authorized as provided in the contract.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-298

RESOLUTION AUTHORIZING AN INCREASE IN THE DIRECTOR'S AUTHORITY TO ISSUE CHANGE ORDERS FOR THE TRANSIT BUILDING RESTROOM REMODEL PROJECT FROM 10 PERCENT ($25,500) TO APPROXIMATELY 27 PERCENT ($68,500) OF THE ORIGINAL CONSTRUCTION CONTRACT PRICE OF $255,000 WITH RMC ENTERPRISES, INC., OF FRESNO, CA

WHEREAS, the City Council, on November 4, 2014, by Resolution No. 2014-456, awarded a $255,000 contract to RMC Enterprises, Inc. for the construction of the Transit Building Restroom Remodel project, and

WHEREAS, additional work not included in the original bid needed to be added to the project to allow completion of the project, and

WHEREAS, the cost of the extra work has been estimated to be $68,500, an amount which exceeds the Director's authority for the project as established by the Council's Change Order Approval Policy adopted by Resolution No. 94-443, on July 19, 1994, and

WHEREAS, the Director of Utilities currently has authority to approve change orders up to a cumulative amount of $25,500,

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the Director of Utilities to issue change orders for the Transit Building Restroom Remodel project from 10 percent ($25,500) to approximately 27 percent ($68,500) of the original construction contract price of $255,000 with RMC Enterprises, Inc. of Fresno, CA.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-299

RESOLUTION AUTHORIZING THE DIRECTOR OF UTILITIES TO ISSUE CHANGE ORDERS ON THE "KIERNAN AVENUE WATERLINE REPLACEMENT" PROJECT IN THE TOTAL AMOUNT OF $490,386 (40.0% OF THE ORIGINAL CONTRACT PRICE)

WHEREAS, on February 11, 2014, the City Council, by Resolution No. 2014-050, awarded a $1,225,201 contract to Mountain Cascade, Inc. for the construction of the Kiernan Avenue Waterline Replacement project, and

WHEREAS, additional work not included in the original bid needed to be added to the project to allow completion of the project, and

WHEREAS, the cost of the extra work has been estimated to be $490,386, an amount which exceeds the Director's authority for the project as established by the Council's Change Order Approval Policy adopted by Resolution No. 94-443, on July 19, 1994, and

WHEREAS, the Director of Utilities currently has authority to approve change orders up to a cumulative amount of $134,772,

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the Director of Utilities to issue change orders on the Kiernan Avenue Waterline Replacement project in the total amount of $490,386 (40.0% of the original contract price).

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-300

RESOLUTION ACCEPTING THE WORK BY MOUNTAIN CASCADE, INC., FOR THE "KIERNAN AVENUE WATERLINE REPLACEMENT PROJECT" AS COMPLETE, AUTHORIZING THE CITY CLERK TO FILE A NOTICE OF COMPLETION WITH THE STANISLAUS COUNTY RECORDER UPON RECEIPT OF APPROVED WARRANTY BOND, TO RELEASE SECURITIES UPON EXPIRATION OF STATUTORY PERIODS, AND AUTHORIZING PAYMENT OF AMOUNTS TOTALING $1,715,587

WHEREAS, a report has been filed by the Director of Utilities that the Kiernan Avenue Waterline Replacement Project has been completed by Mountain Cascade, Inc. in accordance with the contract agreement dated February 11, 2014,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Kiernan Avenue Waterline Replacement Project is hereby accepted as complete from said contractor, Mountain Cascade, Inc. and that the City Clerk is authorized to file a Notice of Completion with the Stanislaus County Recorder upon receipt of approved Warranty Bond, to release securities upon expiration of statutory periods, and that payment of amounts totaling $1,715,587 is authorized as provided in the contract.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-301

RESOLUTION AMENDING THE FISCAL YEAR 2015-2016 CAPITAL IMPROVEMENT PROGRAM BUDGET IN THE AMOUNT OF $410,000 TO BE TRANSFERRED FROM WATER FUND RESERVES IN ORDER TO FULLY FUND REQUIRED CHANGE ORDERS AS WELL AS ADDITIONAL COSTS ASSOCIATED WITH CLOSEOUT FOR THE KIERNAN AVENUE WATERLINE REPLACEMENT PROJECT

WHEREAS, certain budgetary transactions are necessary in the amount of $410,000, in order to fund contingency and construction administration, by City staff, for the Kiernan Avenue Waterline Replacement Project, and

WHEREAS, the Fiscal Year 2015-2016 Capital Improvement Program Budget must be amended as shown in **Exhibit A**, which is incorporated by reference herein,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the amendment of the Fiscal Year 2015-2016 Capital Improvement Program Budget as shown in **Exhibit A**.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Exhibit A

Due to unforeseen conditions encountered during construction, change order costs and staff charges were higher than initially budgeted for in the construction administration and contingency budget for CIP Account #100628 "Kiernan Avenue Water Main Replacement", the total project costs need to be increased by $410,000. This would be done by adjusting Construction Administration by $33,386 and Contingency-CIP by $376,614.

To fund the above account, $410,000 will be transferred from Water Fund Reserves into CIP Project 100628 for the wastewater cost share of the Kiernan Avenue Waterline Replacement Project.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-302

RESOLUTION DECLARING THE CITY PROPERTY AT 931 10TH STREET (APN: 105-041-006) AS SURPLUS LAND AND AUTHORIZING THE CITY'S PROPERTY AGENT TO PROCEED WITH THE SALE OF THIS PROPERTY AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL NECESSARY SALE DOCUMENTS

WHEREAS, the City of Modesto owns real property on 931 10th Street in downtown Modesto (APN 105-041-006), and

WHEREAS, this property, purchased by the City in 1968 and previously used as a passageway to access adjacent retail shops, is no longer used by the City and there are no other uses for this property by the City, and

WHEREAS, this property, due to its small size and being below the minimum lot size for the area's zoning, does not fall within the scope of the Surplus Land Act, and

WHEREAS, staff recommends the unused real property be declared as surplus property, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the property located on 931 10th Street (APN 105-041-006) be declared as surplus property and to authorize its sale, and

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute a sale agreement, and all related documents required to close escrow.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-303

RESOLUTION AMENDING THE FISCAL YEAR 2015/2016 OPERATING BUDGET, APPROPRIATING ALL PROCEEDS FROM THE SALE OF CITY-OWNED PROPERTY AT 931 10TH STREET (APN 105-041-006) TO REVENUE ACCOUNT 0100-14110-47005 AND TO EXPENSE ACCOUNT 0100-14110-530300 FOR EXPENSES RELATED TO THE DOWNTOWN MODESTO PARTNERSHIP, AND AUTHORIZING THE DIRECTOR OF FINANCE, OR HER DESGINEE, TO IMPLEMENT THE PROVSIONS OF THIS RESOLUTION

WHEREAS, on August 11, 2015, the City Council declared City-owned property at 931 10th Street as surplus land and authorized the City's property agent to proceed with the sale of this property, and

WHEREAS, sale proceeds will be appropriated to the Community and Economic Development Department's Economic Development/Administration revenue account 0100-14110-47005, and

WHEREAS, an expenditure appropriation to 0100-14110-53030 will be made for expenses related to the Downtown Modesto Partnership,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the appropriation of the 931 10th Street surplus land sale to Community and Economic Development (Economic Development/Administration) account 0100-14110-47005 (Misc. Revenues) and to 0100-14110-53030 (Business Expenses) for expenses related to the Downtown Modesto Partnership.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-304

A RESOLUTION APPROVING A PUBLIC UTILITY AND ACCESS EASEMENT LOCATED ON CITY-OWNED PROPERTY AT CHRYSLER PARK LOCATED ON PARK PLACE (APN: 005-064-069) TO SACRAMENTO-VALLEY LIMITED PARTNERSHIP DBA VERIZON WIRELESS BY AIRTOUCH CELLULAR, ITS GENERAL PARTNER AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE EASEMENT

WHEREAS, the City of Modesto maintains a community park known as Chrysler Park located on Park Place (APN 005-064-069), and

WHEREAS, Verizon Wireless has installed a wireless communications tower within Chrysler Park, and

WHEREAS, an access and public utility easement is required to provide access and communications connections to the tower from Park Place, and

WHEREAS, the final portion of this tower project is to approve the access and public utility easement, and

WHEREAS, staff recommends the access and public utility easement be approved.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the access and public utility easement to Verizon Wireless to serve the communications tower on Park Place (APN 005-064-069).

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Grant of Easement and Agreement for an Access and Public Utilities Easement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO
CALIFORNIA

City of Modesto
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT No. 1
♦DRY CREEK MEADOWS SUBDIVISIONS Nos. 1 through 6♦

A Landscape Maintenance Assessment District pursuant to the Landscape and Lighting Act of 1972

ENGINEER'S ANNUAL REPORT

FISCAL YEAR
JULY 1, 2015 - JUNE 30, 2016

5/21/15

Prepared By:
Tina Rocha
Community Development Manager

Certified By:
Vickey Dion
Acting City Engineer

Accepted By Motion:
Modesto City Council

TABLE OF CONTENTS

SECTION	TITLE
I.	History
II.	Annual Assessment Review & Summary
III.	Financials – Annual Assessment Revenue & Expense Projections
IV.	Maintenance & Plan Specifications
V.	Annual Assessment District Diagram
VI.	Annual Assessments List by Parcel & Property Owner

SECTION I HISTORY

On December 12, 1988, Landscape Maintenance Assessment District No. 1 ("LMAD No. 1") was formed in accordance with the Landscape and Lighting Act of 1972 (California Streets and Highway Code §22500 through §22679) ("the Act"), to administer the maintenance of landscaping in the public right-of-way within the street medians and adjacent to the access control walls in Dry Creek Meadows Subdivisions Nos. 1-6. All costs for the LMAD No. 1 are funded by the annual assessments levied on each property within the district. The Act requires several courses of action on the part of City staff and City Council prior to August 10th of each year.

The Act initially requires the City Council to order, prepare, and file an Engineer's Annual Report for the City Council. This report is prepared for the purpose of detailing the plans and specifications for the maintenance of work, the estimated costs for landscape maintenance performed by City contractors, utility service charges, City street tree pruning costs, City staff time to administer the maintenance contract, and additional work to be performed by the City Contractor at the request of the City.

LMAD No. 1 is located east of North McClure Road and southwest of MID Lateral #2 and Claus Road. It is comprised of 749 single-family residential lots and three (3) public agency owned parcels. An annual assessment of $26 per single-family residential parcel has remained the same since 1996. The total assessment to be levied for LMAD No. 1 for Fiscal Year 2015-2016 is $19,474.

Upon the City Council's approval of the Engineer's Annual Report, the City Council adopts a resolution declaring its intent to levy and collect assessments within LMAD No. 1 for the following fiscal year and schedules a public hearing. This public hearing and proposed resolution levying the proposed assessments is in accordance with the annual assessment procedures.

Finally, in compliance with the Act, the City Council conducts the public hearing and adopts certain resolutions in accordance with the California Streets and Highways Code §22625 through §22641. The City Clerk is required to give the Modesto Bee notice of the public hearing no less than ten (10) days prior to the scheduled hearing date. All interested persons are afforded the opportunity to be heard during the public hearing. Should there be any protests, whether written or oral, the City Council may choose to continue the hearing to a later date and/or may change any part of the Engineer's Annual Report to address the concerns of the property owner(s). The adopted resolution is then forwarded to the Auditor-Controller of the County of Stanislaus for placement of such charges on the upcoming year's County Tax Roll.

SECTION II ANNUAL ASSESSMENT REVIEW AND SUMMARY

A. PARCEL REVIEW

1. Single Family Residential Parcels:
   There are 749 single-family residential parcels located within LMAD No. 1.

2. Multi-Family Residential Parcels:
   There are no multi-family residential parcels located within LMAD No. 1.

3. Commercial/Industrial Parcels:
   There are no commercial or industrial parcels located within LMAD No. 1.

4. Public Agency Parcels:
   There are two (2) parcels owned by the City of Modesto (Creekwood Park and the Pedestrian Overcrossing at Claus Road) and one (1) parcel owned by the Empire School District (Bernard Hughes School). According to §22663 of the California Streets and Highways Code, public property owned by any public agency and in use in the performance of a public function shall not be subject to assessment.

B. 2015-2016 ANNUAL ASSESSMENTS

All single-family residential parcels are levied at a flat rate of $26.00 per parcel. Each parcel receives equal benefits from the District. The annual assessments levied are calculated by multiplying the total number of parcels by the flat rate.

$	26.00	Annual assessment per parcel
x	749	Single-family residential parcels
$	19,474.00	Total annual assessment

C. COMPARISON TO PREVIOUS FISCAL YEAR

The proposed Fiscal Year 2015-2016 annual assessment is the same as the annual assessment for Fiscal Year 2014-2015 of $26.00 per single-family residential parcel.

SECTION 3 FINANCIALS – ANNUAL ASSESSMENT REVENUE & EXPENSE PROJECTIONS

LMAD No. 1 Fund 6480		Estimated FY 2014-15[1]	Proposed FY 2015-16[2]
Beginning Fund Balance		$ 2,787	$ 4,188
Revenue (Cost Center 80020)			
Special Assessments		$ 10,303 [3]	$ 19,474 [4]
Interest		$ (3)	$ -
Estimated - Special Assessments		$ *9,171* [5]	
Total Revenue		$ 19,471	$ 19,474
Expenses (Cost Center 80020)	**Account**		
Operating Budget			
Postage Expenses	52025	$ -	$ -
Water Utility Expenses	53043	$ (5,973)	$ (9,200)
Repair and Maintenance Services - Landscape	53165	$ (4,235)	$ (5,000)
Professional Services	53300	$ -	$ (1,000)
Services City Forces - Interfund	54500	$ (3,038)	$ (5,749)
Estimated - Water Utility Expenses	*53043*	$ *(1,991)*	
Estimated - Repair and Maintenance Services	*53165*	$ *(1,412)*	
Estimated - Professional Services	*53300*	$	
Estimated - Services City Forces	*54500*	$ *(1,421)*	
Total Expenses		$ (18,070)	$ (20,949)
Ending Fund Balance		$ 4,188	$ 2,713

[1] The estimated amount shows what has been expended as of 03-31-2015. There will be more expenses through the end of the fiscal year (June); these are shown as *Estimated*.

[2] The estimated expenditures for FY 2015-16 are based on the revenue that is currently able to be generated within LMAD No. 1.

[3] Actual revenue received for first installment of FY 2014-15 tax levy.

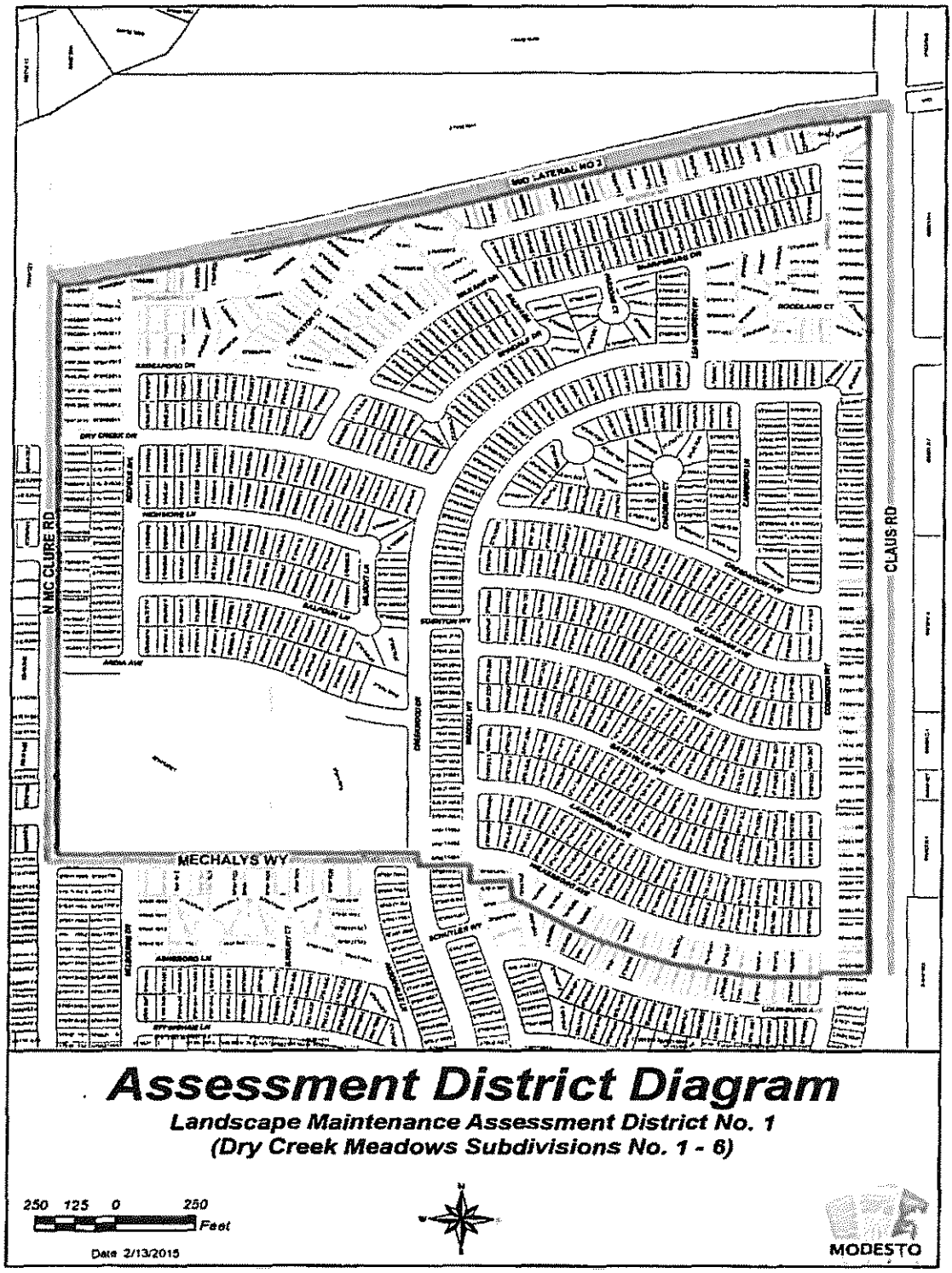
[4] Proposed levy.

[5] Estimated revenues for second installment of FY 2014-15 tax levy.

SECTION IV MAINTENANCE & PLAN SPECIFICATIONS

Plans and specifications are available for review in the Public Works Department, located at 512 Jefferson Street, Modesto, CA. For more information, contact Kelly Gallagher, Parks Operations Manager at (209) 524-2330.

SECTION V ANNUAL ASSESSMENT DISTRICT DIAGRAM



SECTION VI ANNUAL ASSESSMENT LIST BY PARCEL & OWNER

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
079-002-001-000	MERCADO LISA M & RODOLFO	736 N MC CLURE RD	MODESTO CA 95357	$ 26.00
079-002-002-000	SOUMPHONPHAKDY YOUTHANA	732 N MC CLURE RD	MODESTO CA 95357	$ 26.00
079-002-003-000	SORDO BRYON S ET AL	728 N MC CLURE RD	MODESTO CA 95357	$ 26.00
079-002-004-000	PRASAD AJAY B & CHANDRA SAILESHNI D	724 N MC CLURE RD	MODESTO CA 95357	$ 26.00
079-002-005-000	YUSON BONIFACIO C & YUSON ZENAIDA P	720 N MC CLURE RD	MODESTO CA 95357	$ 26.00
079-002-006-000	YATES MICHAEL V & YATES CHRISTINE M	716 N MC CLURE RD	MODESTO CA 95357	$ 26.00
079-002-007-000	ALBANO FLORANTE J & ALBANO JUANITA T	712 N MC CLURE RD	MODESTO CA 95357	$ 26.00
079-002-008-000	GARCIA JOSE DE JESUS	708 N MC CLURE RD	MODESTO CA 95357	$ 26.00
079-002-009-000	ESPINOZA GABRIEL	704 N MC CLURE RD	MODESTO CA 95357	$ 26.00
079-002-010-000	LEON MARTHA	700 N MC CLURE RD	MODESTO CA 95357	$ 26.00
079-002-011-000	SAMRA AMARJIT S TR	701 REDFIELD AVE	MODESTO CA 95357	$ 26.00
079-002-012-000	BARRIENTOS DAVID & BARRIENTOS MARIA E	705 REDFIELD AVE	MODESTO CA 95357	$ 26.00
079-002-013-000	YOUNGMAN AARON BRIAN & LAUREN ELIZABETH	709 REDFIELD AVE	MODESTO CA 95357	$ 26.00
079-002-014-000	BATTAGLIA COREY J	713 REDFIELD AVE	MODESTO CA 95357	$ 26.00
079-002-015-000	BADAL EDWARD E & BADAL JANET E	717 REDFIELD AVE	MODESTO CA 95357	$ 26.00
079-002-016-000	MC GREGOR MARLA J	721 REDFIELD AVE	MODESTO CA 95357	$ 26.00
079-002-017-000	SMITH ROBIN K & SMITH SUSAN R	725 REDFIELD AVE	MODESTO CA 95357	$ 26.00
079-002-018-000	DEOL HARMINDER S & DEOL SUKHWINDER K	729 REDFIELD AVE	MODESTO CA 95357	$ 26.00
079-002-019-000	GILL KANWAR S & MANBIR K	733 REDFIELD AVE	MODESTO CA 95357	$ 26.00
079-002-020-000	MIGUEL TARA	737 REDFIELD AVE	MODESTO CA 95357	$ 26.00
079-002-021-000	PANYANOUVONG ROCKY P ET AL	3513 BATTLEBORO CT	MODESTO CA 95357	$ 26.00
079-002-022-000	JOHNSON VERDELL TR	3517 BATTLEBORO CT	MODESTO CA 95357	$ 26.00
079-002-023-000	VILLEGAS JOSEPH J	3521 BATTLEBORO CT	MODESTO CA 95357	$ 26.00
079-002-024-000	PLUNK NATALIE	3525 BATTLEBORO CT	MODESTO CA 95357	$ 26.00
079-002-025-000	HASKEL ALAN	3529 BATTLEBORO CT	MODESTO CA 95357	$ 26.00
079-002-028-000	ALVAREZ VICTOR R & CRISTINA TRS	3536 BATTLEBORO CT	MODESTO CA 95357	$ 26.00
079-002-029-000	HASKEL ROBERT	3532 BATTLEBORO CT	MODESTO CA 95357	$ 26.00
079-002-030-000	TREVINO SHONDA	3528 BATTLEBORO CT	MODESTO CA 95357	$ 26.00
079-002-031-000	VILLALPANDO HERIBERTO & ROSA	3524 BATTLEBORO CT	MODESTO CA 95357	$ 26.00
079-002-032-000	CARR PATRICK K & CHERYL J	3520 BATTLEBORO CT	MODESTO CA 95357	$ 26.00
079-002-033-000	PRASHAD RAJENDRA & SONI L	3516 BATTLEBORO CT	MODESTO CA 95357	$ 26.00
079-002-034-000	VO SANG	3512 BATTLEBORO CT	MODESTO CA 95357	$ 26.00
079-002-035-000	ARROYO STEVEN I & ARROYO SANDRA	3513 BERESFORD DR	MODESTO CA 95357	$ 26.00
079-002-036-000	CARREON JOSE & CECILIA	3517 BERESFORD DR	MODESTO CA 95357	$ 26.00
079-002-037-000	GOMEZ PATRICIA	3521 BERESFORD DR	MODESTO CA 95357	$ 26.00
079-002-038-000	COENEN KELVIN L & COENEN CHRISTINA P	3525 BERESFORD DR	MODESTO CA 95357	$ 26.00
079-002-039-000	HILL PAUL JAMES SR TRS & HILL DORTHA HELENE	3529 BERESFORD DR	MODESTO CA 95357	$ 26.00
079-002-040-000	CARSON SAMMY D & CARSON BRENDA S	713 PARKSTON CT	MODESTO CA 95357	$ 26.00
079-002-041-000	HAHTO MARK D & HAHTO KAREN A	717 PARKSTON CT	MODESTO CA 95357	$ 26.00
079-002-042-000	WOLTER DENNIS & CAROL	721 PARKSTON CT	MODESTO CA 95357	$ 26.00
079-002-043-000	SAMRA AMARJIT	725 PARKSTON CT	MODESTO CA 95357	$ 26.00
079-002-044-000	MEFFERD JULIE A	729 PARKSTON CT	MODESTO CA 95357	$ 26.00
079-002-048-000	SINGH JOTIKA ET AL	745 PARKSTON CT	MODESTO CA 95357	$ 26.00

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
079-002-049-000	BISHOP ROSIE	749 PARKSTON CT	MODESTO CA 95357	$ 26.00
079-002-050-000	YALDA JORGINA Y	753 PARKSTON CT	MODESTO CA 95357	$ 26.00
079-002-051-000	TORRES JUAN LUIS	752 PARKSTON CT	MODESTO CA 95357	$ 26.00
079-002-052-000	CASTILLO RANDY	748 PARKSTON CT	MODESTO CA 95357	$ 26.00
079-002-053-000	LANZA ROBERT JOSEPH & MAR ON RAFFE A TRS	744 PARKSTON CT	MODESTO CA 95357	$ 26 00
079-002-054-000	FISHER TIMOTHY S	740 PARKSTON CT	MODESTO CA 95357	$ 26 00
079-002-055-000	LONN RALPH S & M HELA SUZANNE	736 PARKSTON CT	MODESTO CA 95357	$ 26 00
079-002-056-000	GANJA SAM	732 PARKSTON CT	MODESTO CA 95357	$ 26.00
079-002-057-000	DALMAN DAVID	728 PARKSTON CT	MODESTO CA 95357	$ 26.00
079-002-058-000	COLLS LUIS R TR	724 PARKSTON CT	MODESTO CA 95357	$ 26.00
079-002-059-000	REYES ANTHONY P	720 PARKSTON CT	MODESTO CA 95357	$ 26.00
079-002-060-000	CLARKE THOMAS D I & BRENDA	716 PARKSTON CT	MODESTO CA 95357	$ 26.00
079-002-061-000	CASTIGL ONE JOSEPH B & BECKY M	713 MILBANK DR	MODESTO CA 95357	$ 26 00
079-002-062-000	LUBINSKY EDWARD & LUB NSKY CAROL E	717 MILBANK DR	MODESTO CA 95357	$ 26 00
079-002-063-000	CASTIL O HECTOR	721 MILBANK DR	MODESTO CA 95357	$ 26.00
079-002-064-000	PRASAD RAMA	725 MILBANK DR	MODESTO CA 95357	$ 26.00
079-002-065-000	WINGO NAIDA J	729 MILBANK DR	MODESTO CA 95357	$ 26.00
079-002-066-000	SMITH MARQUE R	733 MILBANK DR	MODESTO CA 95357	$ 26.00
079-002-067-000	VILLANUEVA DAVID M & VI LANUEVA DIANE M	737 MILBANK DR	MODESTO CA 95357	$ 26.00
079-002-068-000	JAMES BRENDAN R ET A	741 MILBANK DR	MODESTO CA 95357	$ 26 00
079-002-069-000	MORSE GERALD WAYNE & CONSUELO	745 MILBANK DR	MODESTO CA 95357	$ 26 00
079-002-070-000	WILKERSON KENNETH	817 SALINA DR	MODESTO CA 95357	$ 26.00
079-002-071-000	CONTRERAS JESUS E RAMOS & RAMOS ANGEL CA N CARRASC	821 SALINA DR	MODESTO CA 95357	$ 26.00
079-002-072-000	SALAZAR JENNIFER	825 SALINA DR	MODESTO CA 95357	$ 26.00
079-002-073-000	MANANQUIL DEXTER & PRAK DEBB	3701 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-002-074-000	ROMAN TED ET AL	3705 WICH TA WAY	MODESTO CA 95357	$ 26 00
079-002-076-000	BATES HAROLD & JANICE	3533 BATTLEBORO CT	MODESTO CA 95357	$ 26 00
079-002-078-000	HESKEL MATTHEW ET AL	733 PARKSTON CT	MODESTO CA 95357	$ 26 00
079-002-079-000	MARTINEZ CONCHA A	737 PARKSTON CT	MODESTO CA 95357	$ 26.00
079-002-080-000	HASKEL ROBERT P	3537 BATT EBORO CT	MODESTO CA 95357	$ 26.00
079-002-082-000	SIMAS LU S & DAISY	741 PARKSTON CT	MODESTO CA 95357	$ 26.00
079-003-001-000	MAHARAJ SANJAI S & MAHARAJ ARUNA D	3641 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-003-002-000	HUFFMAN JOSEPH R II & MARLENE J	3637 DRY CREEK DR	MODESTO CA 95357	$ 26 00
079-003-003-000	LONG HERBERT JR & PATRICIA	3633 DRY CRE K DR	MODESTO CA 95357	$ 26 00
079-003-004-000	CALVO SERGIO & SILVIA	3629 DRY CREEK DR	MODESTO CA 95357	$ 26 00
079-003-005-000	MCE VENTURES LLC	3625 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-003-006-000	MAGCALAS JOEL & VIRGINIA	3621 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-003-007-000	CORDOVA ISIDRO C & CORDOVA MARTHA B	3613 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-003-008-000	CHUAN S INVESTMENT INC	3609 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-003-009-000	PRASAD URMILLA	3605 DRY CR EK DR	MODESTO CA 95357	$ 26 00
079-003-010-000	GIL MARTIN & GIL DEBORAH L	3601 DRY CR EK DR	MODESTO CA 95357	$ 26 00
079-003-011-000	DOUGLAS GREG & DOUGLAS TERI	3537 DRY CREEK DR	MODESTO CA 95357	$ 26 00
079-003-012-000	HERNANDEZ FERNANDO PARDO & HERNANDEZ GLORIA C	3533 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-003-013-000	CHERRY RANDY & ROSALBA	3529 DRY CREEK DR	MODESTO CA 95357	$ 26.00

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
079-003-014-000	LA RD RODNEY	3525 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-003-015-000	SANT S LAUD O C JR & LU Y V	3521 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-003-016-000	DIXON THOMAS L T	3517 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-003-017-000	MICHAE SCOTT A	3512 BERESFORD DR	MODESTO CA 95357	$ 26.00
079-003-018-000	ESTRADA ADRIANA G	3516 BERESFORD DR	MODESTO CA 95357	$ 26.00
079-003-019-000	DELANEY KIMBER Y R	3520 BERESFORD DR	MODESTO CA 95357	$ 26.00
079-003-020-000	OVE BOBBY	3524 BERESFORD DR	MODESTO CA 95357	$ 26.00
079-003-021-000	DHALIWA AMR TPA	3528 BERESFORD DR	MODESTO CA 95357	$ 26.00
079-003-022-000	LUTTRELL ERIC ET A	3532 BERESFORD DR	MODESTO CA 95357	$ 26.00
079-003-023-000	MENDOZA ADR AN & ROSA	3536 BERESFORD DR	MODESTO CA 95357	$ 26.00
079-003-024-000	MANHOSO FRANK & MANH O MAR A	3540 BERESFORD DR	MODESTO CA 95357	$ 26.00
079-003-025-000	F SCHER WIL AM & F CHER CAR	3600 BERESFORD DR	MODESTO CA 95357	$ 26.00
079-003-026-000	COSTA TE ESA ET AL	3604 BERESFORD DR	MODESTO CA 95357	$ 26.00
079-003-027-000	PRAKASH OM & SUSHIL	3608 BERESFORD DR	MODESTO CA 95357	$ 26.00
079-003-028-000	REYES ERLINDA M TR	3616 BERESFORD DR	MODESTO CA 95357	$ 26.00
079-003-029-000	CHUNG WILLIAM & YEH GEORGINA PIK-CHING TRS	3620 BERESFORD DR	MODESTO CA 95357	$ 26.00
079-003-030-000	STANLEY COYE & MACHELLE	3624 BERESFORD DR	MODESTO CA 95357	$ 26.00
079-003-031-000	MUNOZ ALFREDO F & CEYLON A	3628 BERESFORD DR	MODESTO CA 95357	$ 26.00
079-003-032-000	SAENGPHACHANH PHONESY ET AL	3632 BERESFORD DR	MODESTO CA 95357	$ 26.00
079-003-033-000	ROTH WILLIAM C & ROTH DOLORES	704 SPINDALE DR	MODESTO CA 95357	$ 26.00
079-003-034-000	SOLIS MARIA	708 SPINDALE DR	MODESTO CA 95357	$ 26.00
079-003-035-000	LANGI SOANE	712 SPINDALE DR	MODESTO CA 95357	$ 26.00
079-003-036-000	SHARMA RUDRA DUTT & RESHMIKA	716 SPINDALE DR	MODESTO CA 95357	$ 26.00
079-003-037-000	DEL REAL INDELA & DEL REAL ELENA	720 SPINDALE DR	MODESTO CA 95357	$ 26.00
079-003-038-000	MORALES DIANA R	724 SPINDALE DR	MODESTO CA 95357	$ 26.00
079-003-039-000	MONTELONGO SANDRO	728 SP NDALE DR	MODESTO CA 95357	$ 26.00
079-003-041-000	GONZALES JUAN JR & GLORIA	729 SPINDALE DR	MODESTO CA 95357	$ 26.00
079-003-042-000	CORONA ALVARO	725 SPINDALE DR	MODESTO CA 95357	$ 26.00
079-003-043-000	ANAYA JAMIE LEE	721 SPINDALE DR	MODESTO CA 95357	$ 26.00
079-003-044-000	MARENTES YESENIA	717 SPINDALE DR	MODESTO CA 95357	$ 26.00
079-003-045-000	CARSON CHRISTOPHER & MARGARET F	713 SPINDALE DR	MODESTO CA 95357	$ 26.00
079-003-046-000	GARCIA ROBERTO AVILA & GARCILAZO LAURA	709 SPINDALE DR	MODESTO CA 95357	$ 26.00
079-003-047-000	BIELEFELDT JAMES W & MONICA C	3617 BERESFORD DR	MODESTO CA 95357	$ 26.00
079-003-048-000	DTS LLC	720 MILBANK DR	MODESTO CA 95357	$ 26.00
079-003-049-000	MOODY ROBERT P & MOODY DIANE K	724 MILBANK DR	MODESTO CA 95357	$ 26.00
079-003-050-000	SWITZER LYNDELL	728 MILBANK DR	MODESTO CA 95357	$ 26.00
079-003-051-000	KILGORE LINDA L	732 MILBANK DR	MODESTO CA 95357	$ 26.00
079-003-052-000	MAXWELL VIRGINIA E	736 MILBANK DR	MODESTO CA 95357	$ 26.00
079-003-053-000	JUDD JIMMIE RANDALL ET AL	740 MILBANK DR	MODESTO CA 95357	$ 26.00
079-003-054-000	SPIEKER DAVE M & SPIEKER JANE R	744 MILBANK DR	MODESTO CA 95357	$ 26.00
079-003-055-000	ALVEAR FELICITAS	748 MILBANK DR	MODESTO CA 95357	$ 26.00
079-003-056-000	PAH KAREN M ET AL	733 SPINDALE DR	MODESTO CA 95357	$ 26.00
079-004-001-000	ESPARZA WI AM & ELSA	3709 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-002-000	CASS OY ALAN K & CASSIDY SUSAN H	3713 WICHITA WAY	MODESTO CA 95357	$ 26.00

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
079-004-003-000	HAW L ALFRED	3717 WICHITA WAY	MODESTO CA 95357	$ 26 00
079-004-004-000	PALMER N ARTURO & PATR A	3721 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-005-000	FRIEDRICH MATTHEW I TR	3725 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-006-000	MANLULU NOEL M & MANLU U MAR V C F	3729 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-007-000	TOWNE JAMES E & TOWNE AMANDA J	3733 WICHITA WAY	MODESTO CA 95357	$ 26 00
079-004 008-000	VALDES RENE D & PUNSMA	3801 WICH TA WAY	MODESTO CA 95357	$ 26.00
079-004 009-000	DE ALBA R GOBERTO & DE ALBA SANDRA L	3805 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004 010-000	DE ALBA RIGOBERTO SR & DEL ALBA SANDRA	3809 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004 011-000	WATTLE DANNY & CAROLANNE	3813 WICH TA WAY	MODESTO CA 95357	$ 26.00
079-004 012-000	HECKLER LAWRENCE S TR	3817 W CHITA WAY	MODESTO CA 95357	$ 26.00
079-004 013-000	GARCIA ARMANDO & MARISOL RESEND Z	3821 WICHITA WAY	MODESTO CA 95357	$ 26 00
079-004 014-000	CURTRIGHT BARBARA TR	3825 WICH TA WAY	MODESTO CA 95357	$ 26 00
079-004 015-000	KENNEDY CHAD & SHINOBU	3829 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004 016-000	GETREU DANIE & GETREU PATRIC A E	3901 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004 017-000	MILLER RAYMOND E & MILLER JERELYN	3905 WICH TA WAY	MODESTO CA 95357	$ 26.00
079-004-018-000	CU RIZ EDER JAV ER	3909 WICHITA WAY	MODESTO CA 95357	$ 26 00
079-004-019-000	ALBERG DAVID A & PAMELA M TRS	3913 WICHITA WAY	MODESTO CA 95357	$ 26 00
079-004-020-000	ROBERTS WAVA ET AL TRS	3917 WICHITA WAY	MODESTO CA 95357	$ 26 00
079-004-021-000	COX JULIE A	3921 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-022-000	TEJADA SERGIO	3925 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-023-000	MEZA HECTOR MEDINA	3929 WICH TA WAY	MODESTO CA 95357	$ 26.00
079-004-024-000	MAR NEZ ARTHUR J & E ISA R	3933 WICHITA WAY	MODESTO CA 95357	$ 26 00
079-004-025-000	GARDNER GEORGE & GARDNER DAWN	844 LARNED LN	MODESTO CA 95357	$ 26 00
079-004-026-000	SAMUEL BENJAMIN & JANET Y	840 LARNED LN	MODESTO CA 95357	$ 26.00
079-004-027-000	RENDEROS MARIA E	836 LARNED LN	MODESTO CA 95357	$ 26.00
079-004-028-000	SEN INDAR & SEN SURUJ M	832 LARNED LN	MODESTO CA 95357	$ 26.00
079-004-029-000	VIGIL CELSO ET AL	828 LARNED LN	MODESTO CA 95357	$ 26 00
079-004-030-000	MENDOZA NERE DA	3925 SHARPSBURG DR	MODESTO CA 95357	$ 26 00
079-004-031-000	VEGA CESAR & SABRINA	3921 SHARPSBURG DR	MODESTO CA 95357	$ 26 00
079-004-032-000	MARTIN CHRISTOPHER & MON QUE	3917 SHARPSBURG DR	MODESTO CA 95357	$ 26.00
079-004-033-000	GLEN MAVIS J TR	3913 SHARPSBURG DR	MODESTO CA 95357	$ 26.00
079-004-034-000	CHRISTIANSON ADAM E & CHRISTIANSON YVONNE M	3909 SHARPSBURG DR	MODESTO CA 95357	$ 26.00
079-004-035-000	CHI KEN RANCH MEWUK NDIANS	3905 SHARPSBURG DR	MODESTO CA 95357	$ 26 00
079-004-036-000	PHIPPS ORY L & PHIPPS CAR LE J	3901 SHARPSBURG DR	MODESTO CA 95357	$ 26 00
079-004-037-000	RETFORD HANK W & RETFORD KAREN J	3821 SHARPSBURG DR	MODESTO CA 95357	$ 26 00
079-004-038-000	SORIA JULIAN ET A	3817 SHARPSBURG DR	MODESTO CA 95357	$ 26.00
079-004-039-000	MCE VENTURES L	3813 SHARPSBURG DR	MODESTO CA 95357	$ 26.00
079-004-040-000	AU-YEUNG CHI & AU-YEUNG TZE H	3809 SHARPSBURG DR	MODESTO CA 95357	$ 26 00
079-004-041-000	VASQUEZ RICHARD P	3805 SHARPSBURG DR	MODESTO CA 95357	$ 26 00
079-004-042-000	SERNA JOE H & SERNA MARLA A	3801 SHARPSBURG DR	MODESTO CA 95357	$ 26 00
079-004-043-000	SOUZA RICK L & SOUZA MARVE YN	3721 SHARPSBURG DR	MODESTO CA 95357	$ 26.00
079-004-044-000	WOOD SHAWN & WOOD KR STINA M	3717 SHARPSBURG DR	MODESTO CA 95357	$ 26.00
079-004 045-000	HATTERSLEY SCOTT LEYTON & SANDRA LEE TRS	3713 SHARPSBURG DR	MODESTO CA 95357	$ 26.00
079-004-046-000	CHIEN PETER C	3709 SHARPSBURG DR	MODESTO CA 95357	$ 26.00

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
079-004-047-000	DIVIRD JASON R ET AL	3705 SHARPSBURG DR	MODESTO CA 95357	$ 26.00
079-004-048-000	PANG YIM PING & LI FE IX JING HUI	3701 SHARPSBURG DR	MODESTO CA 95357	$ 26.00
079-004-049-000	EYRING MARION L TR	3712 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-050-000	BENTLEY DOUGLAS & BENTLEY LEEANNE K	3716 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-051-000	LEYVA RENE SR & CLAUDIA D	3720 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-052-000	DUMAS JAMES BRIAN SR & PAMELA LEE TRS	3724 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-053-000	MORENO LUIS F & MORENO ROSA M	3728 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-054-000	GONZALEZ JUAN R	3732 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-055-000	CASTILLO RAFAEL	3800 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-056-000	SALVATION ARMY	3804 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-057-000	CLINE DAVID L & DEBRA N TRS	3808 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-058-000	FUGATE BRANDON ET AL TRS	3812 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-059-000	COUCHMAN PAUL E & KATHRYN A	3816 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-060-000	CABEBE MARIA RIZALINA C TR	3820 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-061-000	MAYOL BIRGITT A TR ET AL	3824 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-062-000	HERNANDEZ CESAR E & MARGARITA C	3828 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-063-000	BEAUDETTE GARY & BEAUDETTE DEBORAH	3900 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-064-000	ALVAREZ LOUIS L ET AL	3904 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-065-000	MANCINI JUDITH	3908 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-066-000	ISRAE SAMMY S & SHERLY ESGUERRA	3912 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-067-000	ROJAS ROGELIO A	3916 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-068-000	OVIEDO RAFAEL S & OVIEDO IRMA	3920 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-004-069-000	OCKEY LEOTA L TR	3924 WICHITA WAY	MODESTO CA 95357	$ 26.00
079-005-001-000	SIMPSON STEVEN	732 SPINDALE DR	MODESTO CA 95357	$ 26.00
079-005-002-000	BALLIET R CHARD L & BALL ET SHERRY	736 SPINDALE DR	MODESTO CA 95357	$ 26.00
079-005-003-000	BORDNER FATIMA	800 SALINA DR	MODESTO CA 95357	$ 26.00
079-005-004-000	HELLERUD GARRY A & HELLERUD ARLENE L	804 SALINA DR	MODESTO CA 95357	$ 26.00
079-005-005-000	SOUZA DONOVAN & SOUZA NICOLE	813 PARSONS CT	MODESTO CA 95357	$ 26.00
079-005-006-000	ROBBINS PH IP L	809 PARSONS CT	MODESTO CA 95357	$ 26.00
079-005-007-000	THOMPSON MELANIE	805 PARSONS CT	MODESTO CA 95357	$ 26.00
079-005-008-000	LAKE DAVID E & LAKE MARGARET R	800 PARSONS CT	MODESTO CA 95357	$ 26.00
079-005-009-000	LEE EDMUND W TR	804 PARSONS CT	MODESTO CA 95357	$ 26.00
079-005-010-000	GARCIA EDUARDO C & GARCIA ELIZABETH A	808 PARSONS CT	MODESTO CA 95357	$ 26.00
079-005-011-000	KHAMOO BABA & HILDA TRS	812 PARSONS CT	MODESTO CA 95357	$ 26.00
079-005-012-000	RANGEL FRANCISCO JAVIER JR	817 LEAVENWORTH WAY	MODESTO CA 95357	$ 26.00
079-005-013-000	MEDINA VICTOR & IRMA	813 LEAVENWORTH WAY	MODESTO CA 95357	$ 26.00
079-005-014-000	FAGUNDES ANTONIO & HAIR JACQUELINE K	809 LEAVENWORTH WAY	MODESTO CA 95357	$ 26.00
079-005-015-000	GARCIA MATIAS & GARCIA MERCEDES	805 LEAVENWORTH WAY	MODESTO CA 95357	$ 26.00
079-005-016-000	SANDHU MANJINDER SINGH & SUKHJIT KAUR	801 LEAVENWORTH WAY	MODESTO CA 95357	$ 26.00
079-005-017-000	OWENS LARRY G & MARY Z	800 LEAVENWORTH WAY	MODESTO CA 95357	$ 26.00
079-005-018-000	TAYLOR BRADLEY JOSEPH	804 LEAVENWORTH WAY	MODESTO CA 95357	$ 26.00
079-005-019-000	BISHOFF PHYLLIS	808 LEAVENWORTH WAY	MODESTO CA 95357	$ 26.00
079-005-020-000	GROSS THOMAS T	812 LEAVENWORTH WAY	MODESTO CA 95357	$ 26.00
079-005-021-000	EWING JOHN R & MARGARET K TRS	816 LEAVENWORTH WAY	MODESTO CA 95357	$ 26.00

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079-005-022-000	MCDONALD SHARICE	3908 SHARPSBURG DR	MODESTO CA 95357	$ 26.00
079-005-023-000	DAV SON WAYNE & JO	3912 SHARPSBURG DR	MODESTO CA 95357	$ 26.00
079-005-024-000	HAWIL ALFRED	3916 SHARPSBURG DR	MODESTO CA 95357	$ 26 00
079-005-025-000	DURHAM SANDY M	817 LARNED LN	MODESTO CA 95357	$ 26 00
079-005-026-000	PFAFF AMES A ET A	813 LARNED LN	MODESTO CA 95357	$ 26.00
079-005-027-000	CHEN GEORGE CHONG JYH & HOLLY YUN YAN	809 LARNED LN	MODESTO CA 95357	$ 26.00
079-005-028-000	VAN DIEMEN M HAE B & VAN DIEMEN LAURI L	805 LARNED LN	MODESTO CA 95357	$ 26.00
079-005-029-000	LIGHT MARK T	3909 GOODLAND CT	MODESTO CA 95357	$ 26.00
079-005-030-000	LUCAS THOMAS M & LUCAS SA M	3905 GOODLAND CT	MODESTO CA 95357	$ 26 00
079-005-031-000	BARKLEY JOSEPH E TR	3900 GOODLAND CT	MODESTO CA 95357	$ 26 00
079-005-032-000	BROOKS CHARLES A & SUSAN D TRS	3904 GOODLAND CT	MODESTO CA 95357	$ 26.00
079-005-033-000	GAMBOA BEN TO	3908 GOODLAND CT	MODESTO CA 95357	$ 26.00
079-005-034-000	MORALES SHARON & LUIS	3912 GOODLAND CT	MODESTO CA 95357	$ 26.00
079-005-035-000	YOUNGER ROGER & LAURA	3916 GOODLAND CT	MODESTO CA 95357	$ 26.00
079-005-036-000	COLE TINA M	3920 GOODLAND CT	MODESTO CA 95357	$ 26.00
079-005-037-000	ALVARADO MARIA D	800 LARNED LN	MODESTO CA 95357	$ 26 00
079-005-038-000	PALMERIN JOSE DE JESUS	804 LARNED LN	MODESTO CA 95357	$ 26.00
079-005-039-000	PADILLA DIANA M ET AL	808 LARNED LN	MODESTO CA 95357	$ 26.00
079-005-040-000	PARKS STEVEN M & BECKY	812 LARNED LN	MODESTO CA 95357	$ 26.00
079-005-041-000	SEIDLER MICHAEL	816 LARNED LN	MODESTO CA 95357	$ 26.00
079-005-042-000	MORAD EDMOND & MORAD CARMEN	820 LARNED LN	MODESTO CA 95357	$ 26.00
079-005-043-000	PULIDO JOELLE	824 LARNED LN	MODESTO CA 95357	$ 26 00
079-006-001-000	WALLACE JOHN W TR	737 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-006-002-000	NASSER MOHAMED	741 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-006-003-000	HILL PAMELA ET AL	745 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-006-004-000	CHHIM LIM	749 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-006-005-000	LIVINGSTON TREVOR	753 WADDELL WAY	MODESTO CA 95357	$ 26 00
079-006-006-000	SAMOW HALA	757 WADDELL WAY	MODESTO CA 95357	$ 26 00
079-006-007-000	M CHAEL RAPHAEL ET A	761 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-006-008-000	REYES JIM R & REYES ELLEN S	765 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-006-009-000	MODESTO CITY OF	0 CODINGTON WAY	MODESTO CA 95357	$ 0.00
079-006-010-000	JOHNSON GERALD L ET AL	752 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-011-000	REEVES JERAMIAH & SAUNDRA	748 CODINGTON WAY	MODESTO CA 95357	$ 26 00
079-006-012-000	BUDA DANIEL & CHRISTINA	744 CODINGTON WAY	MODESTO CA 95357	$ 26 00
079-006-013-000	GARC A FRANCISCO & YOLANDA	740 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-014-000	MC CRARY LLOYD U & M CRARY MARY J	736 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-015-000	PARKINS SANDRA BE NDA TR	732 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-016-000	TE EZ MAURICE R & MARGARITA F	728 CODINGTON WAY	MODESTO CA 95357	$ 26 00
079-006-017-000	TELLEZ MAURICE R & MARGAR TA F	724 CODINGTON WAY	MODESTO CA 95357	$ 26 00
079-006-018-000	SANTOS LUZ MARIA	720 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-019-000	SANTOS UZ	716 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-020-000	PADILLA SALVADOR & PAD LA ANTONIA	712 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-021-000	MAUCH EVA & LOREN	708 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-022-000	BAINS GURNAM S & BALV NDER K	704 CODINGTON WAY	MODESTO CA 95357	$ 26 00

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
079-006-023-000	LOTKO ANN E	700 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-024-000	PEREZ JUAN MANUE & SILVIA PULIDO	640 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-025-000	RAM RAVI PRAKASH & RAM SANJILA PRAKASH	701 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-026-000	BANUE OS MARTHA E	705 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-027-000	ARROYO RAFAEL ARROYO	709 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-028-000	CONDER DEBORAH	713 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-029-000	AGU RRE ALIC A R	717 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-030-000	GOMEZ FRANC SCO J & PATRIC A	721 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-031-000	BAINS GURNAM S & BALV NDER K	725 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-032-000	FIGUEROA LUIS E & FIGUEROA ISABEL L	729 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-033-000	CARRO EDW N JOSEPH & CONNIE	733 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-034-000	AMBROSICH STEPHEN F TR	737 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-035-000	MARKER GEORGE H TR	741 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-036-000	GA E MARK D & DEBRA TRS	745 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-037-000	S LLEMON ANTHONY	749 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-006-038-000	GUZMAN JESUS A	744 CARRBORO LN	MODESTO CA 95357	$ 26.00
079-006-039-000	LOUCKS DAV D GEORGE & JOSEFA M TRS	740 CARRBORO LN	MODESTO CA 95357	$ 26.00
079-006-040-000	PATRICK ANTON O	736 CARRBORO LN	MODESTO CA 95357	$ 26.00
079-006-041-000	SCHRUMPF JOHN D & MUNSON-SCHRUMPF CLAUDIA	732 CARRBORO LN	MODESTO CA 95357	$ 26.00
079-006-042-000	MCE VENTURES LLC	728 CARRBORO LN	MODESTO CA 95357	$ 26.00
079-006-043-000	DEBERRY GARY L & ALICE	724 CARRBORO LN	MODESTO CA 95357	$ 26.00
079-006-044-000	LAMPROE LEONARD C & LAMPROE MARY A	720 CARRBORO LN	MODESTO CA 95357	$ 26.00
079-006-045-000	GARC A FELIPE & FLORES BLANCA	716 CARRBORO LN	MODESTO CA 95357	$ 26.00
079-006-046-000	OD SHO DAVID & OD SHO JULIET	712 CARRBORO LN	MODESTO CA 95357	$ 26.00
079-006-047-000	WAY DONALD E & TERESA M TRS	708 CARRBORO LN	MODESTO CA 95357	$ 26.00
079-006-048-000	DAVID VIRGEEN	704 CARRBORO LN	MODESTO CA 95357	$ 26.00
079-006-049-000	CONN HILARY A & GARY	700 CARRBORO LN	MODESTO CA 95357	$ 26.00
079-007-001-000	CHOW MINH LU ET AL	729 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-007-002-000	JORGENSEN FRANK E & MIRIAM M	725 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-007-003-000	SANTORA ANTHONY & LAUREN	721 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-007-004-000	CORRAL MH LLC	717 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-007-005-000	L & D RENTALS LLC	713 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-007-006-000	SWEETEN HAROLD	709 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-007-007-000	SANCHEZ ENRIQUE	705 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-007-008-000	PENIRIAN JODI	701 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-007-009-000	FERNANDEZ RAMIRO & ALMA	669 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-007-010-000	ZAMORA GUILLERMO	665 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-007-011-000	STOLLBERG WILLIAM R & HOAI TRS	661 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-007-012-000	L & D RENTALS LLC	657 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-007-013-000	KESSLER STACI ET AL	653 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-007-014-000	CHAUVIN GARY & DEBBIE	649 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-007-015-000	MARSELLA BARBARA A	645 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-007-016-000	ROQUE DARWIN	641 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-007-017-000	ORR MILDRED M ET AL	648 WADDELL WAY	MODESTO CA 95357	$ 26.00

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
079-007-018-000	MEYER LISA M	652 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-007-019-000	MENDEZ HILAR O	656 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-007-020-000	AMERICAN RES DENTIA PROPERTIES OP LP	721 RIEDSVILLE CT	MODESTO CA 95357	$ 26.00
079-007-021-000	GOOTGELD MARLA	717 RIEDSVILLE CT	MODESTO CA 95357	$ 26.00
079-007-022-000	OCHOA JOSE G ET AL	713 RIEDSVILLE CT	MODESTO CA 95357	$ 26.00
079-007-023-000	ACOSTA DAVID ET A	716 RIEDSVILLE CT	MODESTO CA 95357	$ 26.00
079-007-024-000	SCHULTZ BRENDA J & RONALD	720 RIEDSVILLE CT	MODESTO CA 95357	$ 26.00
079-007-025-000	SCALA PAOLO & MEDINA M RIAM	712 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-007-026-000	JIMENEZ GREGORIO	716 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-007-027-000	MOLES EDWARD A & D AMOND SUSAN H TRS	720 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-007-028-000	SOTO ANABEL	724 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-007-029-000	TRIMBLE BRENDA E	728 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-007-030-000	POZZOULI JOHN L	732 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-007-031-000	SINGH SURUJ B & SINGH LACHMI BAI	736 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-007-032-000	DE LA TORRE CONRAD M & DE LA TORRE ROSEMARY H	740 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-007-033-000	MARCIANO ARMANDO D & MARCIANO REMEDIOS R	737 CARRBORO LN	MODESTO CA 95357	$ 26.00
079-007-034-000	PLACE GREGORY & SHERI L	733 CARRBORO LN	MODESTO CA 95357	$ 26.00
079-007-035-000	SALYER JEFF & SARAH	729 CARRBORO LN	MODESTO CA 95357	$ 26.00
079-007-036-000	P T BRAND PROPERT ES LLC	725 CARRBORO LN	MODESTO CA 95357	$ 26.00
079-007-037-000	AYALA ROBERTO DUARTE TRS & AYALA LUCY C	721 CARRBORO LN	MODESTO CA 95357	$ 26.00
079-007-038-000	NAVARRO RAFAEL	717 CARRBORO LN	MODESTO CA 95357	$ 26.00
079-007-039-000	HARR SON KAREN S	713 CARRBORO LN	MODESTO CA 95357	$ 26.00
079-007-040-000	VILLALOVOS YOLANDA & ART R	709 CARRBORO LN	MODESTO CA 95357	$ 26.00
079-007-041-000	GALLOWAY JACK	700 CHADBURN CT	MODESTO CA 95357	$ 26.00
079-007-042-000	JA KSON JONATHAN & ADONA	704 CHADBURN CT	MODESTO CA 95357	$ 26.00
079-007-043-000	DIAS JEREMIAH A ET A	708 CHADBURN CT	MODESTO CA 95357	$ 26.00
079-007-044-000	SAMRA GURDIP & PREET	712 CHADBURN CT	MODESTO CA 95357	$ 26.00
079-007-045-000	ROBLES RICHELLE & YULO JOHN	716 CHADBURN CT	MODESTO CA 95357	$ 26.00
079-007-046-000	SINGH JORAWAR ET AL	720 CHADBURN CT	MODESTO CA 95357	$ 26.00
079-007-047-000	TRUESDAIL SHELBY J	724 CHADBURN CT	MODESTO CA 95357	$ 26.00
079-007-048-000	BAHI EILEEN	721 CHADBURN CT	MODESTO CA 95357	$ 26.00
079-007-049-000	IBARRA JUANA	717 CHADBURN CT	MODESTO CA 95357	$ 26.00
079-007-050-000	YEFREMENKO ALEKSEY & CANDICE	713 CHADBURN CT	MODESTO CA 95357	$ 26.00
079-007-051-000	BROOKS HARVEY EARL TR	709 CHADBURN CT	MODESTO CA 95357	$ 26.00
079-007-052-000	ESTRADA-GAMBOA RAMON	705 CHADBURN CT	MODESTO CA 95357	$ 26.00
079-007-053-000	SI VEIRA FERNANDA	3725 CREEDMOOR AVE	MODESTO CA 95357	$ 26.00
079-007-054-000	BERTRAM ELLEN TR	3721 CREEDMOOR AVE	MODESTO CA 95357	$ 26.00
079-007-055-000	PEREZ JOSE P & PEREZ ROSA M	3717 CREEDMOOR AVE	MODESTO CA 95357	$ 26.00
079-007-056-000	SKOCHKO KATHLEEN A & SKOCHKO RICHARD A	3713 CREEDMOOR AVE	MODESTO CA 95357	$ 26.00
079-007-057-000	DAVIS JAMES R & DAV S LETECIA B	3709 CREEDMOOR AVE	MODESTO CA 95357	$ 26.00
079-008-001-000	BUAYA DAVID S	620 N MC CLURE RD	MODESTO CA 95357	$ 26.00
079-008-002-000	ALI SYED ARIF & ARIF SHAZIA	616 N MC CLURE RD	MODESTO CA 95357	$ 26.00
079-008-003-000	CONCHAS SANDRA H	612 N MC CLURE RD	MODESTO CA 95357	$ 26.00
079-008-004-000	RENO FRED W	608 N MC CLURE RD	MODESTO CA 95357	$ 26.00

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
079-008-005-000	CHAND V AY & MAT SOHAN	604 N MC CLURE RD	MODESTO CA 95357	$ 26.00
079-008-006-000	CHAND VIJAY V ET AL	600 N MC CLURE RD	MODESTO CA 95357	$ 26.00
079-008-007-000	JACKSON MATTHEW & JACKSON SUZANNA	564 N MC CLURE RD	MODESTO CA 95357	$ 26.00
079-008-008-000	WARD DONALD G & CARLILE-WARD CARRIE LYNN	560 N MC CLURE RD	MODESTO CA 95357	$ 26.00
079-008-009-000	MOUND HARINDER K & GURDIAL SINGH W	556 N MC CLURE RD	MODESTO CA 95357	$ 26.00
079-008-010-000	BORGES FRANK J	552 N MC CLURE RD	MODESTO CA 95357	$ 26.00
079-008-011-000	MI LER THOMAS H TR	548 N MC CLURE RD	MODESTO CA 95357	$ 26.00
079-008-012-000	MOON LERALENE TR	544 N MC CLURE RD	MODESTO CA 95357	$ 26.00
079-008-013-000	MAHARAJ ARNO D	540 N MC CLURE RD	MODESTO CA 95357	$ 26.00
079-008-014-000	TAGRE ABE JOSE & TERRIE MARIE TRS	536 N MC CLURE RD	MODESTO CA 95357	$ 26.00
079-008-015-000	CHAMBERS DEREASSA	501 REDFIELD AVE	MODESTO CA 95357	$ 26.00
079-008-016-000	SABLOK SATISH KUMAR & SABLOK RENUKA DEV	505 REDFIELD AVE	MODESTO CA 95357	$ 26.00
079-008-017-000	PEEK CHARLES & PEEK ADRIENNE	509 REDFIELD AVE	MODESTO CA 95357	$ 26.00
079-008-018-000	BERNAL ARMANDO R & JACQULYNE ZUNIGA	513 REDFIELD AVE	MODESTO CA 95357	$ 26.00
079-008-019-000	SHARMA UMA L	517 REDFIELD AVE	MODESTO CA 95357	$ 26.00
079-008-020-000	CARDOSO JOHN P	521 REDFIELD AVE	MODESTO CA 95357	$ 26.00
079-008-021-000	MARTINEZ VICENTE & GRACIELA	525 REDFIELD AVE	MODESTO CA 95357	$ 26.00
079-008-022-000	ZERMENO RAU & MARIA LETICIA	529 RED I LD AVE	MODESTO CA 95357	$ 26.00
079-008-023-000	ZARAGOZA R CARDO	533 REDF ELD AV	MODESTO CA 95357	$ 26.00
079-008-024-000	CHAND SHU	601 REDF E D AVE	MODESTO CA 95357	$ 26.00
079-008-025-000	JEET JERMY S	605 REDF E D AVE	MODESTO CA 95357	$ 26.00
079-008-026-000	BETTENCOURT JOHN C TRS ET AL	609 REDFIE D AVE	MODESTO CA 95357	$ 26.00
079-008-027-000	KUMAR PRANEEL	613 REDFIELD AVE	MODESTO CA 95357	$ 26.00
079-008-028-000	ATHWAL NAVJOT	617 REDFIELD AVE	MODESTO CA 95357	$ 26.00
079-008-029-000	PRAK DEBBIE	3516 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-008-030-000	BROWN CAROL C TR	3520 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-008-031-000	WRIGHT JACQUELINE L TR	3524 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-008-032-000	HARDY RICK L & LYNN P	3528 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-008-033-000	DAVIS DAWNA BEAIRD	3532 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-008-034-000	BHATTI BALBIR S & JASVIR K	3536 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-008-035-000	SINGH KULDIP & KOUR JASB R	3600 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-008-036-000	SARAB A STEVE ANTHONY & MARGAR TA CAMPOS DE	3604 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-008-037-000	ORTIZ MATIAS & ORTIZ JOSEF NA	3608 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-008-038-000	BROWN DA E	3612 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-008-039-000	BOGG JANO TR	3616 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-008-040-000	ECKLES ROBERT S & ECKLES JULIE L	3620 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-008-041-000	HENSRUD VICTOR & JENNIFER	3624 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-008-042-000	MALLEY KATHERINE S	3628 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-008-043-000	KELLER ALFRED W	3632 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-008-044-000	DAVIS LUELLA B & DAV S WAYNE W	3636 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-008-045-000	HERNANDEZ FRANK J & DIANA C	3640 DRY CREEK DR	MODESTO CA 95357	$ 26.00
079-008-046-000	STAMPS GENE A & GLORIA M	532 WILMONT LN	MODESTO CA 95357	$ 26.00
079-008-047-000	J MENEZ GERARDO	536 WILMONT LN	MODESTO CA 95357	$ 26.00
079-008-048-000	MATUUS ERIC A	3633 HIGHMORE LN	MODESTO CA 95357	$ 26.00

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
079-008-049-000	CHIU JOSEPH C & CHIU HELEN LEE	3629 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-008-050-000	FARA AHMED & FARA MUFDHLA	3625 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-008-051-000	JAUREGU HORAC O J & SUSANA	3621 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-008-052-000	CISNEROS MARTIN T & CISNEROS MELISSA	3617 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-008-053-000	SINGH PREM	3613 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-008-054-000	WHITAKER SAUDIA F	3609 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-008-055-000	PRASAD JACK J & RESHMA D	3605 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-008-056-000	GUTIERREZ JESUS & MAR A DE JESUS	3601 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-008-057-000	WELLS JEFFREY R & CARRIE H	3533 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-008-058-000	POSLANIEC COBY L	3529 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-008-059-000	SADA FRED & JACKIE N	3525 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-008-060-000	WHITE JOHN L & WHITE MAR YN K	3521 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-008-061-000	BASS JOE & KIRAN TRS	3517 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-008-062-000	KOKOLOGIANNAKIS MARTHA TR	3513 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-009-003-000	HENRY J LL ANNETTE & MULLINS MARY FRANCES TRS	3629 ARDIA AVE	MODESTO CA 95357	$ 26.00
079-009-004-000	POK NAVEEN & VEULVILAVONG AMMONE	3625 ARDIA AVE	MODESTO CA 95357	$ 26.00
079-009-005-000	WRIGHT ROBERT T SR	3621 ARDIA AVE	MODESTO CA 95357	$ 26.00
079-009-006-000	DALMAN N NON M	3617 ARDIA AVE	MODESTO CA 95357	$ 26.00
079-009-007-000	VARGAS ROBERT S & MARTHA V	3613 ARDIA AVE	MODESTO CA 95357	$ 26.00
079-009-008-000	RUSH ROBERT P SR & PATR C A	3609 ARDIA AVE	MODESTO CA 95357	$ 26.00
079-009-009-000	REYNOLDS EVA NELL TR	3605 ARDIA AVE	MODESTO CA 95357	$ 26.00
079-009-010-000	WILLIAMS DONALD F & DEBORAH A	3601 ARDIA AVE	MODESTO CA 95357	$ 26.00
079-009-011-000	NAIRN DENNIS & NA RN REBECCA	3533 ARDIA AVE	MODESTO CA 95357	$ 26.00
079-009-012-000	PERK NS ROBERT	3529 ARDIA AVE	MODESTO CA 95357	$ 26.00
079-009-013-000	JOHAL SUKHWINDER KAUR & JASBIR S SINGH	3525 ARDIA AVE	MODESTO CA 95357	$ 26.00
079-009-014-000	THAND H S & S K	3521 ARDIA AVE	MODESTO CA 95357	$ 26.00
079-009-015-000	RATTANANAI KAYTHAWEEP	3517 ARDIA AVE	MODESTO CA 95357	$ 26.00
079-009-016-000	MART NEZ TONY R JR	3513 ARDIA AVE	MODESTO CA 95357	$ 26.00
079-009-017-000	SCHOOLER JOSEPHINE TR	3512 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-018-000	GREWAL JASKIRAN	3516 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-019-000	OGDEN ROBERT C & DEBORAH A TRS	3520 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-020-000	FOUNTAIN TIMOTHY J & FOUNTA N DEBORAH A	3524 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-021-000	M LLS AUDREY C	3528 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-022-000	COLLS LU S R TR	3600 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-023-000	MANR QUEZ UBA DO & DORA	3604 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-024-000	AMERE CLEVE & ROSA	3608 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-025-000	JOHNSON SOUN TA ET AL	3612 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-026-000	LEWMAN-KUNKLER BRENDA F TR	3616 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-027-000	MACIAS MARIA H TR	3620 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-028-000	CHAVEZ ALFONSO & CHAVEZ GONZALES JUDY	3624 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-029-000	SANCHEZ HUGO & ZENAIDA	3628 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-030-000	TOMLINSON MARK S & TOMLINSON ENNIFER D	3632 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-031-000	GOVEA PETER C & CAROL M TRS	512 WILMONT LN	MODESTO CA 95357	$ 26.00
079-009-032-000	SHELTON CHRISTINA D	516 WILMONT LN	MODESTO CA 95357	$ 26.00

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
079-009-033-000	FRANCO DANIEL & TANIA	520 WILMONT LN	MODESTO CA 95357	$ 26.00
079-009-034-000	BARRY MAGED	524 WILMONT LN	MODESTO CA 95357	$ 26.00
079-009-035-000	BIZZINI KELLY A	528 WILMONT LN	MODESTO CA 95357	$ 26.00
079-009-036-000	MART NEZ PEDRO	3628 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-009-037-000	RAMIREZ JESUS & LORE NA	3624 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-009-038-000	CERDA GONZALO	3620 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-009-039-000	WILHELM DENNIS & W LHELM JANICE	3616 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-009-040-000	CASTRO MARIA	3612 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-009-041-000	VIZCARRA JOSE A	3608 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-009-042-000	YAU KING PO ET AL	3604 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-009-043-000	ZAYA SAMIA	3600 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-009-044-000	CH U CHARLES	3528 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-009-045-000	FORBES DEENA M ET AL	3524 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-009-046-000	LITTMANN PETER & TAMARA	3520 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-009-047-000	DEVEY SETH & NICOLE	3516 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-009-048-000	SPYKSMA G ENN DAVID & CARLA TRS	3512 HIGHMORE LN	MODESTO CA 95357	$ 26.00
079-009-049-000	MAHUSAY SATURNINO & MAHUSAY PATRIC A	3513 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-050-000	REYNOSO SOCORRO GUTIERREZ	3517 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-051-000	BIL KOPF GREGORY E & BILLIKOPF LINDA M	3521 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-052-000	PETERSON GAIL W & KAREN TRS	3525 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-053-000	PRAKASH SUSHEEL & DEVI VIN TA	3529 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-054-000	OSHANA DOONA	3533 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-055-000	VERSOLA KENNETH & VERSOLA DONNA	3601 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-056-000	MARTINEZ RICHARD A & MARTINEZ MARTHA S	3605 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-057-000	VALADEZ RUBEN	3609 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-058-000	HEDRICK KENNETH L & HEDRICK MARGIE	3613 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-059-000	WASPE LAWRENCE E MD	3617 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-060-000	RODRIGUEZ MAR O & RODRIGUEZ SONIA	3621 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-061-000	CISNEROS STEVE P & C SNEROS ELVIRA	3625 BALFOUR LN	MODESTO CA 95357	$ 26.00
079-009-062-000	DAVIS RODGER & STACY	3633 ARDIA AVE	MODESTO CA 95357	$ 26.00
079-010-001-000	HORLICK LUPE CASTILLO ET AL	609 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-010-002-000	CICERO STEPHEN J & V CTORIA TRS	613 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-010-003-000	CANETE MARIE C	617 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-010-004-000	LEWIS LA VONA L TR	621 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-010-005-000	MALDONADO LUIS & MALDONADO ERENDIRA	625 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-010-006-000	BETTENCOURT JOHN C ET AL TRS ET AL	629 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-010-007-000	AISPURO ROSALVA P	633 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-010-008-000	THOMAS CHERI N	637 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-010-009-000	PRASAD BINESARI & SATYA W	3700 CREEDMOOR AVE	MODESTO CA 95357	$ 26.00
079-010-010-000	LERINDEGUI JOYCE C ET AL	3704 CREEDMOOR AVE	MODESTO CA 95357	$ 26.00
079-010-011-000	TRIO DONNA M	3708 CREEDMOOR AVE	MODESTO CA 95357	$ 26.00
079-010-012-000	PRASAD RAKESH	3712 CREEDMOOR AVE	MODESTO CA 95357	$ 26.00
079-010-013-000	ANTONIO MARIA ET A	3716 CREEDMOOR AVE	MODESTO CA 95357	$ 26.00
079-010-014-000	STOCKAND MIM M	3720 CREEDMOOR AVE	MODESTO CA 95357	$ 26.00

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
079-010-015-000	WATSON THOMAS R & SHARON M	3724 CREEDMOOR AV	MODESTO CA 95357	$ 26 00
079-010-016-000	GONZALES JOSEPH R	3728 CREEDMOOR AVE	MODESTO CA 95357	$ 26 00
079-010-017-000	NELSON RONALD J	3732 CREEDMOOR AVE	MODESTO CA 95357	$ 26.00
079-010-018-000	RAMIREZ GABRIELA	3736 CREEDMOOR AVE	MODESTO CA 95357	$ 26.00
079-010-019-000	CHIANG STANLEY & EM LY	3800 CREEDMOOR AVE	MODESTO CA 95357	$ 26.00
079-010-020-000	AU-YEUNG CH & AU-YEUNG TZE H NG LAM	3804 CREEDMOOR AV	MODESTO CA 95357	$ 26 00
079-010-021-000	SALDANA BENJAMIN	3808 CREEDMOOR AVE	MODESTO CA 95357	$ 26 00
079-010-022-000	VELAZQUEZ RAUL & VELAZQUEZ MARIBEL	3812 CREEDMOOR AVE	MODESTO CA 95357	$ 26.00
079-010-023-000	XIAOKUN ZHI	3816 CREEDMOOR AVE	MODESTO CA 95357	$ 26.00
079-010-024-000	STEWART ALLAN HENRY ET AL TRS	3900 CREEDMOOR AVE	MODESTO CA 95357	$ 26.00
079-010 025-000	JAMES GLORIA R ET AL	3904 CREEDMOOR AVE	MODESTO CA 95357	$ 26.00
079-010-026-000	RIVERA PAUL C & CARMEN	39 8 CREEDMOOR AVE	MODESTO CA 95357	$ 26 00
079-010 027-000	KUMAR ABINESH	3912 CREEDMOOR AVE	MODESTO CA 95357	$ 26.00
079-010 028 000	NAMO ALEN	3916 CREEDMOOR AV	MODESTO CA 95357	$ 26.00
079-010-029-000	DYRCZ JEFFREY LEE	636 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-010 030 000	GALIOTO-FISHER LISA M	632 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-010-031 000	SMITH JUSTIN KEITH	628 COD NGTON WAY	MODESTO CA 95357	$ 26 00
079-010 032 000	LAURANCE MICHAEL E & DEBRA	624 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-010-033 000	LONERO CHARLES & LONERO ANNA M	620 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-010-034-000	LOVEALL DENNIS J & TANG JANNY LUU	3925 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-010 035-000	HALE DENNA M	3921 DIL NGHAM AVE	MODESTO CA 95357	$ 26.00
079 010-036-000	CHARLES TIMOTHY M & CHAR ES SA A	3917 DILLINGHAM AVE	MODESTO CA 95357	$ 26 00
079-010-037-000	GALLEGOS ELIDIA	3913 DILLINGHAM AVE	MODESTO CA 95357	$ 26 00
079-010-038-000	RAMIREZ JUAN J & RAQUEL C OSIO	3909 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-010-039-000	PRIETO ANTHONY AUGUSTIN	3905 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-010-040-000	VHAN SUNILA TR	3901 DILLINGHAM AVE	MODESTO CA 95357	$ 26 00
079-010-041-000	PERA ADRIAN	3825 DILL NGHAM AVE	MODESTO CA 95357	$ 26 00
079-010-042-000	BRESHEARS DONALD K	3821 DILLINGHAM AVE	MODESTO CA 95357	$ 26 00
079-010-043-000	DE GADO MIGUEL	3817 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-010-044-000	JESUS MANUEL A & MARY L TRS	3813 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-010-045-000	GUZMAN ALEJANDRA ROBLES	3809 DILL NGHAM AVE	MODESTO CA 95357	$ 26.00
079-010-046-000	CUEVAS JOS C ET AL	3805 DILLINGHAM AVE	MODESTO CA 95357	$ 26 00
079-010-047-000	ALBARRAN ARUTRO S & ALBARRAN CEL A P	3801 DILLINGHAM AVE	MODESTO CA 95357	$ 26 00
079-010-048-000	GALLO MARTIN & GALLO BEATRIZ	3725 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-010-049 000	SANTOS LUZ MARIA	3721 D LLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-010-050-000	PEREZ JOSE P & ROSA M	3717 DILL NGHAM AVE	MODESTO CA 95357	$ 26.00
079-010-051-000	KUMAR ASHOK	3713 DILLINGHAM AVE	MODESTO CA 95357	$ 26 00
079-010-052-000	MADRIGAL ROBERT	3709 D LLINGHAM AVE	MODESTO CA 95357	$ 26 00
079-010-053 000	GARDALI CHARLES J TR	3705 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-010-054 000	JIAO HUIYIN TR	3701 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-011-001 000	MOUNBUA CHANH ET AL	3700 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-011-002-000	VARGAS EDWARD J & RA HE E DEE TRS	3704 DIL NGHAM AVE	MODESTO CA 95357	$ 26.00
079-011-003 000	LIANG JIN & CEN CHUNYAN	3708 DILL NGHAM AVE	MODESTO CA 95357	$ 26 00
079-011-004-000	KOOCHOU NINOUS & DOMAR NA	3712 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
079-011-005-000	YOUNAN MARIAM	3716 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-011-006-000	RODR GUEZ MARCELINO & RODRIGUEZ ELENA	3720 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-011-007-000	CHUANGS NVESTMENT INC	3724 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-011-008-000	ALVES JASON L	3800 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-011-009-000	WONG SHERR L TR	3804 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-011-010-000	SAMO LUAY	3808 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-011-011-000	KINGSLEY BRANDON K & AMBER N	3812 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-011-012-000	STILLWELL VINCE & ESCOBAR EVELYN	3816 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-011-013-000	ROWE DANIEL V & ROWE MICHELLE R	3820 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-011-014-000	LOBAO THOMAS A & LOBAO LISA	3824 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-011-015-000	COUTO MANUE M TR	3900 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-011-016-000	CONTRERAS JAV ER	3904 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-011-017-000	CABRERA ME NDA S	3908 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-011-018-000	VASQUEZ ROSA & PEDRO	3912 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-011-019-000	BAXTER RACHE	3916 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-011-020-000	MENDEZ JOSE A VAREZ & TERESA JESUS	3920 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-011-021-000	SAENGSOURY TONY & SAENGSOURY MARY	3924 DILLINGHAM AVE	MODESTO CA 95357	$ 26.00
079-011-022-000	MARQUEZ EL ZABETH K & MARQU Z R HAR	616 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-011-023-000	TODD TR SHA & BR AN EDWAR	612 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-011-024-000	REGALADO JUAN ET AL	608 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-011-025-000	CEJA M GUEL Y & BEATRICE	604 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-011-026-000	MORALES STACIE A & KENNETH	600 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-011-027-000	LEBON FRANCIS LOUIS	3925 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-011-028-000	DE VERA SUSAN ET AL	3921 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-011-029-000	RANEY JERRY S & TONIE	3917 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-011-030-000	MC KAY JAM S A & MC KAY MARY L	3913 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-011-031-000	FERNAND Z ELMA ET AL	3909 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-011-032-000	BA LEY E ZABETH M & STEVE R	3905 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-011-033-000	MAN GYANESH & SHAKUNTALA	3901 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-011-034-000	LOVE JAM S H & OVE BRENDA W	3825 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-011-035-000	LEVCHENKO LAURIE	3821 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-011-036-000	KIRKBR DE CHR TOPHER CHA LES & LUISA R	3817 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-011-037-000	GARRISON JAMES A TR	3813 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-011-038-000	GUT ERREZ JOS E	3809 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-011-039-000	S ONIKER MARLENE	3805 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-011-040-000	BANKS TONYA	3801 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-011-041-000	ALDAWOOD PETER SH MON & R MA	3725 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-011-042-000	MORRIS SAMUEL DAVID ET A	3721 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-011-043-000	LOPEZ D ANA MORENO	3717 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-011-044-000	KEY HA DI KARNAVAL & STER	3713 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-011-045-000	COSTA W LMA D & DAVID JR	3709 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-011-046-000	WRUCK JAMES A TR	3705 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-011-047-000	CH HIL JOSEPHINE U TR	3701 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-012-001-000	HONBERGER ROBERT & HONBERGER LISA	541 WADDELL WAY	MODESTO CA 95357	$ 26.00

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
079-012-002-000	BETYAGHOUB VILHAM & BETYAGHOUB NDA	545 WADDELL WAY	MODESTO CA 95357	$ 26 00
079-012-003-000	WON SAI YING & LIXIAN KUANG TRS	549 WADDELL WAY	MODESTO CA 95357	$ 26 00
079-012-004-000	YU BETTY	553 WADDELL WAY	MODESTO CA 95357	$ 26 00
079-012-005-000	CHAND ATISH & REENA	557 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-012-006-000	PEERA ALBERTA	601 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-012-007-000	SUAREZ-MILLAN THANIA A	3700 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-012-008-000	MARENTES YESENIA	3704 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-012-009-000	MATOS BRUNO O & MICHELLE N	3708 E ENBORO AVE	MODESTO CA 95357	$ 26.00
079-012-010-000	KIDD BRIAN & KIDD KIMBERLY	3712 ELLENBORO AVE	MODESTO CA 95357	$ 26 00
079-012-011-000	ESTRADA JOSE & ALICIA	3716 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-012-012-000	SERRANO GUADALUPE & MARIA E ENA	3720 EL ENBORO AVE	MODESTO CA 95357	$ 26.00
079-012-013-000	MIRANDA CYNTHIA & MAGANA JOSE U S BARRAGAN	3724 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-012-014-000	G LL HARMAIL & DARSHAN	3800 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-012-015-000	BARRIENTOS JAV ER & ARCADIA	3804 E LENBORO AVE	MODESTO CA 95357	$ 26.00
079-012-016-000	CORRAL SANDRA	3808 EL ENBORO AVE	MODESTO CA 95357	$ 26.00
079-012-017-000	CHUANG TINA Y	3812 ELLENBORO AVE	MODESTO CA 95357	$ 26 00
079-012-018-000	AGAS JANELYN R	3816 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-012-019-000	MADEROS KATH EEN J	3820 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-012-020-000	BR TZKE GARY T & BRITZKE PATRICIA L	3824 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-012-021-000	PENA BERNIE & PENA TREANNA	3900 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-012-022-000	BETTENCOURT JOHN C TRS ET AL	3904 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-012-023-000	SOLOMON LLOYD R & SOLOMON JEAN M	3908 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-012-024-000	THOMAS DOUGLAS E & G ENDA J	3912 ELLENBORO AVE	MODESTO CA 95357	$ 26 00
079-012-025-000	RODRIGUEZ ALFONSO	3916 ELLENBORO AVE	MODESTO CA 95357	$ 26 00
079-012-026-000	HALOG JENNIFER P	3920 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-012-027-000	MATA JUAN W ETA L	3924 ELLENBORO AVE	MODESTO CA 95357	$ 26.00
079-012-028-000	ROACH ERIC M & ROACH NANETTE	556 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-012-029-000	AUSTIN BEVERLY	552 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-012-030-000	MCE VENTURES LLC	548 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-012-031-000	CHAIREZ MICHAEL	544 CODINGTON WAY	MODESTO CA 95357	$ 26 00
079-012-032-000	29 SAC HOLDINGS 1 LP	540 CODINGTON WAY	MODESTO CA 95357	$ 26 00
079-012-033-000	MCBROOM RODNEY D TR	3925 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-012-034-000	WILDEMAN GALEN J	3921 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-012-035-000	RATANA KAM & RATANA TIMOTHY	3917 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-012-036-000	SORIA RUBEN & SOR A G ORIA	3913 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-012-037-000	LEANOS JAVIER TAPIA	3909 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-012-038-000	TORRES VICOTR MANUEL & PANTOJA MARIA	3905 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-012-039-000	PARSONS NANCY M	3901 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-012-040-000	GRAVES LINDA M	3825 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-012-041-000	TUERS TERRY B & TUERS LENORE L	3821 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-012-042-000	KINNE DONNELLY & SUSAN N TRS	3817 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-012-043-000	CAMPIOTTI EDWARD L & CAMP OTT DIANA L	3813 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-012-044-000	BUSH CHARLES F & BUSH DONNA L	3809 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-012-045-000	PENA JOSEPH	3805 GATESVILLE AVE	MODESTO CA 95357	$ 26.00

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
079-012-046-000	ODISHO CATHERINE ET AL	3801 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-012-047-000	SHEPHERD JUSTIN	3725 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-012-048-000	BARTHOLOMEW RUSSELL RAY	3721 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079 012-049-000	RUSSELL GARR CK	3717 GATESVILLE AVE	MODESTO CA 95357	$ 26 00
079-012-050-000	JENSEN STEVEN H & TONIA R	3713 GATESVILLE AVE	MODESTO CA 95357	$ 26 00
079 012-051-000	PATEL JAGUBHA & PATEL GANGABEN	3709 GATESVILLE AVE	MODESTO CA 95357	$ 26 00
079-012-052-000	NELSON LESTER J & NELSON CRESENC A	3705 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-012-053-000	MUTOZA CRAIG J	3701 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-013-001-000	DAVIS KURT ROBERT	521 WADDELL WAY	MODESTO CA 95357	$ 26.00
079 013-002-000	VARGAS EDWARD J & RACHELLE DEE TRS	525 WADDELL WAY	MODESTO CA 95357	$ 26 00
079-013-003-000	ROCHA JOHN DANIEL & ROCHA D ANNE MARIE	529 WADDELL WAY	MODESTO CA 95357	$ 26 00
079-013-004-000	VANDERHEIDEN ROBIN	533 WADDELL WAY	MODESTO CA 95357	$ 26 00
079-013-005-000	CORREA ARMANDO JR	537 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-013-006-000	VALLADO D YESENIA	3700 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-013-007-000	BATEMAN WALTER & TEUWANDA	3704 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-013-008-000	GOUVEIA JOHN E & GOUVEIA TERRE L	3708 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-013-009-000	DELEMOS ALBINA	3712 GATESVILLE AVE	MODESTO CA 95357	$ 26 00
079-013-010-000	NEPTUNE DENNIS W & NEPTUNE KATHERINE	3716 GATESVILLE AVE	MODESTO CA 95357	$ 26 00
079-013-011-000	AYALA DIEGO ADRIAN ET AL	3720 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079 013-012-000	MORA MARTINEZ MA R	3724 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-013-013-000	MARTINEZ PEDRO & IRMA	3800 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-013-014-000	LONN ROCHELLE	3804 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-013-015-000	HAYNES ERI L	3808 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-013-016-000	PARKINSON MARK & DIANE	3812 GATESVILLE AVE	MODESTO CA 95357	$ 26 00
079-013-017-000	BROWN WILLIAM K & SHAMIRAN A	3816 GATESVILLE AVE	MODESTO CA 95357	$ 26 00
079-013-018-000	OXFORD DAVID C JR & JUDY D	3820 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-013-019-000	YANG VANG Y	3824 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-013-020-000	VACCA ALEXIS L & MATTHEW DAVID	3900 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-013-021-000	ROUNGREUANG BOUNLONG	3904 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-013-022-000	ALVARENGA VICTOR	3908 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-013-023-000	GUARDADO ARIEL	3912 GATESVILLE AVE	MODESTO CA 95357	$ 26 00
079-013-024-000	JOLUFF GARTH & KATHERIN	3916 GATESVILLE AVE	MODESTO CA 95357	$ 26 00
079-013-025-000	BAXTER RACHEL A	3920 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-013-026-000	SAMI PRANESH	3924 GATESVILLE AVE	MODESTO CA 95357	$ 26.00
079-013-027-000	RODRIGUEZ REYES & MARIA C	536 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-013-028-000	USSERY CAROL D	532 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-013-029-000	ZAVALA CLEMENTE JR & ZAVALA IRMA	528 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-013-030-000	OCHOA SANJUANA	524 CODINGTON WAY	MODESTO CA 95357	$ 26 00
079-013-031-000	MIRANDA SERGIO	520 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-013-032-000	DIAZ KATHRYN A & GREGORY R	3925 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-013-033-000	CAMPBELL LISA R	3921 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-013-034-000	RODRIGUEZ MANUEL & MARIA E TRS	3917 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-013-035-000	FEDERAL NATIONAL MORTGAGE ASSN	3913 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-013-036-000	HENDERSON DAVID	3909 LAURENBURG AVE	MODESTO CA 95357	$ 26.00

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
079-013-037-000	SHAMESALDIN JOHNY K & SHAMESALDIN MUNA M	3905 LAURENBURG AV	MODESTO CA 95357	$ 26 00
079-013-038-000	JOSEPHSON JOSEPH A & JOSEPHSON STACEY	3901 LAURENBURG AV	MODESTO CA 95357	$ 26.00
079-013-039-000	RAMIREZ JACOB & ARACELI	3825 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-013-040-000	PENN KRYST E	3821 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-013-041-000	HERNANDEZ SALVADOR M & HERNANDEZ N DA M	3817 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-013-042-000	RODR GUEZ ELENA	3813 LAURENBURG AVE	MODESTO CA 95357	$ 26 00
079-013-043-000	DASHER LL	3809 LAURENBURG AVE	MODESTO CA 95357	$ 26 00
079-013-044-000	ATHNEI GEORGE K & ATHNE L NAAM M	3805 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-013-045-000	VERA JOSE L	3801 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-013-046-000	DUNN JAY ALAN	3725 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-013-047-000	HENRY JILL	3721 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-013-048-000	DEUTSCHE BANK NATL TRUST CO TRUSTEE	3717 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-013-049-000	SABINIANO MARLON N ET AL	3713 LAURENBURG AVE	MODESTO CA 95357	$ 26 00
079-013-050-000	CAPUTO YNDA BINGHAM TR	3709 LAURENBURG AVE	MODESTO CA 95357	$ 26 00
079-013-051-000	SMITH STEVEN J & SMITH AIDA L	3705 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-013-052-000	LOPEZ MARIO & LUZ ELVIRA	3701 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-014-001-000	GARC A MIGUEL & GARCIA MARIA	449 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-014-002-000	CABAGNOT DOLORES R & FLYNN G	501 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-014-003-000	OSHANA OSHANA & OSHANA MARGRIT	505 WADDELL WAY	MODESTO CA 95357	$ 26 00
079-014-004-000	WILSON KEL IE M CHELLE & RYAN CHRISTOPHER	509 WADDELL WAY	MODESTO CA 95357	$ 26 00
079-014-005-000	NOUN SAMNANG	513 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-014-006-000	SANCHEZ JOSE L & MAOR A A IA	517 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-014-007-000	AUST N CATHERINE ANN TR	3700 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-014-008-000	BECERRA-BARRERA GERMAN & BECERRA LUISA G	3704 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-014-009-000	MILTON JEANNIE	3708 LAURENBURG AVE	MODESTO CA 95357	$ 26 00
079-014-010-000	CASTRO GREGORY ALAN & BARBARA LYNN TRS	3712 LAURENBURG AV	MODESTO CA 95357	$ 26 00
079-014-011-000	DIXON GARY W	3716 LAURENBURG AV	MODESTO CA 95357	$ 26.00
079-014-012-000	MCE VENTURES LLC	3720 LAURENBURG AV	MODESTO CA 95357	$ 26.00
079-014-013-000	WARNER JO ANNE	3724 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-014-014-000	GARCIA THERESA L	3800 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-014-015-000	NUNEZ CLAUDIA	3804 LAURENBURG AVE	MODESTO CA 95357	$ 26 00
079-014-016-000	LORUSSO DION & OLIVERA	3808 LAURENBURG AVE	MODESTO CA 95357	$ 26 00
079-014-017-000	DHIR ASHIKA ET AL	3812 LAURENBUR AV	MODESTO CA 95357	$ 26 00
079-014-018-000	RIVERA DAYSI M	3816 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-014-019-000	HUYNH NGOC DUNG THI ET AL	3820 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-014-020-000	CASTANEDA JOSE J & MARGARET	3824 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-014-021-000	GUZMAN MIRIAM & FLORES MARTIN	3900 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-014-022-000	POLLARD & WHEELER PROPERTIES LLC	3904 LAURENB RG AVE	MODESTO CA 95357	$ 26 00
079-014-023-000	TORRES OSE DE JESUS & TORRES MARIA DOLORES	3908 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-014-024-000	HO KAI-YIN SILAS & WANG LI	3912 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-014-025-000	SINHA NAVIN & SINGH PRITI P	3916 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-014-026-000	CHRISTIAN RICHARD D & DIANE L TRS	3920 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-014-027-000	HARRISON LOREN JEFFERY & ALMA LUCERO	3924 LAURENBURG AVE	MODESTO CA 95357	$ 26.00
079-014-028-000	PIERCE FRANKLIN C & JODI L	516 CODINGTON WAY	MODESTO CA 95357	$ 26.00

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
079-014-029-000	PRASAD SURESH & PRASAD MUNI L	512 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-014-030-000	CASTELLANOS RIGOBERTO	508 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-014-031-000	NUON SOPHEAP & OUM SAVANARA	504 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-014-032-000	ROCHA SERAPIO & MARIA	500 COD NGTON WAY	MODESTO CA 95357	$ 26.00
079-014-033-000	ATWOOD BOBBY D	3925 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-014-034-000	BEST JERROL N E	3921 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-014-035-000	GIOVANNONI CASEY L	917 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-014-036-000	MALIK ROBERT	3913 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-014-037-000	COX KATHERINE & ADAMS JOSH	909 W LKESBORO AVE	MODESTO CA 95357	$ 26.00
079-014-038-000	CHAU V NCENT ET AL	905 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-014-039-000	ROSAS SAMUEL	3901 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-014-040-000	YOUNG HOLLY M ET AL	3825 W LKESBORO AVE	MODESTO CA 95357	$ 26.00
079-014-041-000	FAMA JOSELITO & FAMA DOROTEA	3821 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-014-042-000	C CERO THEODORE JR & CAROL	3817 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-014-043-000	CABRERA THOMAS & CABRERA JANET S L	3813 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-014-044-000	RIVERA LOUIS S & LOUELLA J TRS	3809 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-014-045-000	TOMS GARY JR	3805 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-014-046-000	MCNARRY MICHAEL P & ASHLEY A	3801 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-014-047-000	SKARIA JOSEPH & JOSEPHINE	3725 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-014-048-000	BAINS SARVSATINDER & BELBINDER K	3721 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-014-049-000	BOUCHER GARY C & BOUCHER DENISE K	3717 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-014-050-000	POWLEY ANAMARIA	3713 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-014-051-000	PRASAD GEORGE & PRASAD LALITA	3709 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-014-052-000	FOSTER JAMES R	3705 W LKESBORO AVE	MODESTO CA 95357	$ 26.00
079-014-053-000	BENJAMIN LINDA & EUGENE	3701 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-015-001-000	EMPIRE UNION SCHOOL DISTR CT	512 N MCCLURE RD	MODESTO CA 95357	$ 0.00
079-015-002-000	MODESTO CITY OF	0 MECHALYS WAY	MODESTO CA 95357	$ 0.00
079-016-001-000	COL NS TOMMY S	440 WADDELL WAY	MODESTO CA 95357	$ 26.00
079-016-002-000	BIRD BYRON M & ASHLEY A	3704 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-016-003-000	BARNES REECE WAYNE	3708 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-016-004-000	BIERMAN AL EN	3712 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-016-005-000	PRASAD VIJAY	3716 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-016-006-000	GONZALEZ JOSE	3720 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-016-007-000	YUMANG ELADIO M JR & VIOLETA	3800 W LKESBORO AVE	MODESTO CA 95357	$ 26.00
079-016-008-000	KOHN RONALD & JUAN TA I	3804 W LKESBORO AVE	MODESTO CA 95357	$ 26.00
079-016-009-000	CANCINO DANIE DISU & FEDERICA BERNART TRS	3808 W LKESBORO AVE	MODESTO CA 95357	$ 26.00
079-016-010-000	ROSALES JOSE L & FRANCO MARIA T	3812 W LKESBORO AVE	MODESTO CA 95357	$ 26.00
079-016-011-000	STINHILVER W LLARD & STINHILVER MARLENE	3816 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-016-012-000	MAREK BETTY J ET A	3820 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-016-013-000	ACIERTO PHI P	3824 W LKESBORO AVE	MODESTO CA 95357	$ 26.00
079-016-014-000	LUZUNARIS MIGUEL ORLANDO	3900 W KESBORO AVE	MODESTO CA 95357	$ 26.00
079-016-015-000	OU KANG YE & LIANG LIZHEN	3904 W LKESBORO AVE	MODESTO CA 95357	$ 26.00
079-016-016-000	VILLASENOR RICARDO & ANA L RAMINEZ DE	3908 W LKESBORO AVE	MODESTO CA 95357	$ 26.00
079-016-017-000	MANSOUR ALEN M	3912 W LKESBORO AVE	MODESTO CA 95357	$ 26.00

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
079-016-018-000	EASTHAM GLENDA S	3916 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-016-019-000	GERSON COREY	3920 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-016-020-000	SOLORIO SAMMY & MARIA L	3924 WILKESBORO AVE	MODESTO CA 95357	$ 26.00
079-016-021-000	SINGH AACHAL & AJESH	440 CODINGTON WAY	MODESTO CA 95357	$ 26.00
079-016-022-000	LOPEZ ADRIAN	436 CODINGTON WAY	MODESTO CA 95357	$ 26.00

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MODESTO CITY COUNCIL
RESOLUTION NO. 2015-305

A RESOLUTION CONFIRMING THE FISCAL YEAR 2015-16 DIAGRAM AND ASSESSMENT, AND ORDERING THE LEVY AND COLLECTION OF CHARGES WITHIN THE SHACKELFORD LANDSCAPE AND LIGHTING DISTRICT

WHEREAS, the City of Modesto has by Resolution No. 2015-188, adopted on June 9, 2015, declared its intent to levy charges or assessments for the purpose of administering the maintenance of seventy-seven 200-watt high pressure sodium street lights in the Shackelford Landscape and Lighting District under the provisions of California Streets and Highways Code Sections 22500 through 22679, more commonly known as the Landscape and Lighting Act of 1972, and

WHEREAS, the charges against the real property are not levied with regard to property values but rather by allocated cost reports prepared by the Engineer of Work, and

WHEREAS, the City of Modesto has determined and certifies that the charges are either exempt from or in compliance with all the provisions of Proposition 218, which was passed by the voters in November 1996. The City of Modesto has further determined the charges are in compliance with all laws pertaining to the levy of such charges,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it orders the levy and collection of such charges within City of Modesto Shackelford Landscape and Lighting District for Fiscal Year 2015-16, and in each subsequent fiscal year in which the charges may validly be levied; that a certified copy of this resolution and **attached** documentation shall be delivered to the Auditor-Controller of the County of

Stanislaus for placement of such charges on the 2015-16 County Tax Roll, and in each subsequent fiscal year in which the charges may validly be levied.

BE IT FURTHER RESOLVED that the diagram of said assessment district and amount of levy thereon is hereby confirmed.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Modesto held on the 11th day of August, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following votes:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Lopez

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO
CALIFORNIA

City of Modesto
SHACKELFORD LANDSCAPE AND LIGHTING DISTRICT

A Landscape and Lighting District pursuant
to the Landscape and Lighting Act of 1972

ENGINEER'S ANNUAL REPORT

FISCAL YEAR
JULY 1, 2015 - JUNE 30, 2016

5/21/15

Prepared By:
Tina Rocha
Community Development Manager

Certified By:
Vickey Dion
Acting City Engineer

Accepted By Motion:
Modesto City Council

TABLE OF CONTENTS

SECTION	TITLE
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II.	Annual Assessment Review & Summary
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VI.	Annual Assessment List by Parcel & Property Owner

SECTION I HISTORY

On June 29, 1999, the Shackelford Landscape and Lighting District ("Shackelford LLD") was formed in accordance with the Landscape and Lighting Act of 1972 (California Streets and Highway Code §22500 through §22679) ("the Act") to install and maintain streetlights to deter crime, promote traffic safety, and aid law enforcement officers. All costs for the Shackelford LLD are funded by the annual assessments levied on each property within the district. The Act requires several courses of action on the part of City staff and City Council prior to August 10th of each year.

The Act initially requires the City Council to order, prepare, and file an Engineer's Annual Report for the City Council. This report is prepared for the purpose of detailing the plans and specifications for the maintenance, operation, and servicing of the District, including, but not limited to the materials, equipment, labor, and administrative expenses. The following services maintain facilities and improvements provided by the District as a special benefit to the parcel owners within the District; the cost of the services is paid entirely by the assessments levied by the District:

- Payment to local utility company for monthly power costs of energizing street lights in the District
- Payment to local utility company for maintenance of street lights in the District that the utility company owns (usually those lights that are mounted on wooden poles)
- Maintenance provided by the City of Modesto for street lights in the District that are owned by the City of Modesto (usually those lights that are mounted on steel poles)

Upon City Council's approval of the Engineer's Annual Report, the City Council adopts a resolution declaring its intent to levy and collect assessments within the Shackelford LLD for the following fiscal year and schedules a public hearing. This public hearing and proposed resolution levying the proposed assessments is in accordance with the annual assessment procedures.

Finally, in compliance with the Act, the City Council conducts the public hearing and adopts certain resolutions in accordance with the California Streets and Highways Code §22625 through 22641. The City Clerk is required to give the Modesto Bee notice of the public hearing no less than ten (10) days prior to the scheduled hearing date. All interested persons are afforded the opportunity to be heard during the public hearing. Should there be any protests, whether written or oral, the City Council may choose to continue the hearing to a later date and/or may change any part of the Engineer's Annual Report to address the concerns of the property owner(s). The adopted resolution is then forwarded to the Auditor-Controller of the County of Stanislaus for placement of such charges on the upcoming year's County Tax Roll.

SECTION II ANNUAL ASSESSMENT REVIEW AND SUMMARY

A. PARCEL REVIEW

There are 493 residential parcels within the Shackelford LLD, unless otherwise determined.

B. ANNUAL ASSESSMENTS

Each parcel receives equal benefits from the Shackelford LLD. The annual assessment levied is calculated by dividing the total cost estimate by the total number of parcels within the Shackelford LLD.

The total annual assessment for the Shackelford LLD for Fiscal Year 2015-2016 is $29,041.88. This is based on the amount needed for Fiscal Year 2015-16 based on projected expenses and fund balance.

C. PROJECTED ANNUAL ASSESSMENT SUMMARY

Residential Annual Assessment – 493 Parcels

	$29,041.88	Annual Assessment for Fiscal Year 2015-2016
÷	493	# of Parcels
$	58.90	Annual assessment per parcel

** For levying purposes, the total annual assessment has been rounded to $58.90 per residential parcel for a total actual annual assessment of $29,037.70.*

D. COMPARISON TO PREVIOUS FISCAL YEAR

The proposed 2015-2016 annual assessment for residential parcels has increased from $52.21 to $58.90 per parcel.

SECTION 3 FINANCIALS – ANNUAL ASSESSMENT REVENUE & EXPENSE PROJECTIONS

Shackelford LLD Fund 6470		Estimated FY 2014-15[1]	Proposed FY 2015-16
Beginning Fund Balance		**$ 5,094**	**$ 8,910**
Revenues (Cost Center 80015)	**Account**		
Special Assessments	47051	$ 17,634 [2]	$ 29,042
Interest Revenue on Bank Account	48010	$ 27	$ -
Estimated - Special Assessments		*$ 8,297* [4]	
Total Revenues		**$ 25,958**	**$ 29,042**
Expenses (Cost Center 80015)	**Account**		
Operating Budget			
Postage Expenses	52025	$ -	$ (100)
Electricity Utility Expenses	53040	$ (14,117)	$ (23,500)
Services City Forces - Interfund	54500	$ (2,184)	$ (4,001)
Estimated - Postage Expenses	*52025*	*$*	
Estimated - Electricity Utility Expenses	*53040*	*$ (4,706)*	
Estimated - Services City Forces - Interfund	*54500*	*$ (1,136)*	
Total Expenses		**$ (22,142)**	**$ (27,601)**
Ending Fund Balance		**$ 8,910**	**$ 10,351**

[1] The estimated amount shows what has been expended as of 03-31-2015. There will be more expenses through the end of the fiscal year (June); these are shown as *Estimated*.

[2] Actual revenue received for first installment of FY 2014-15 tax levy.

[3] Proposed levy.

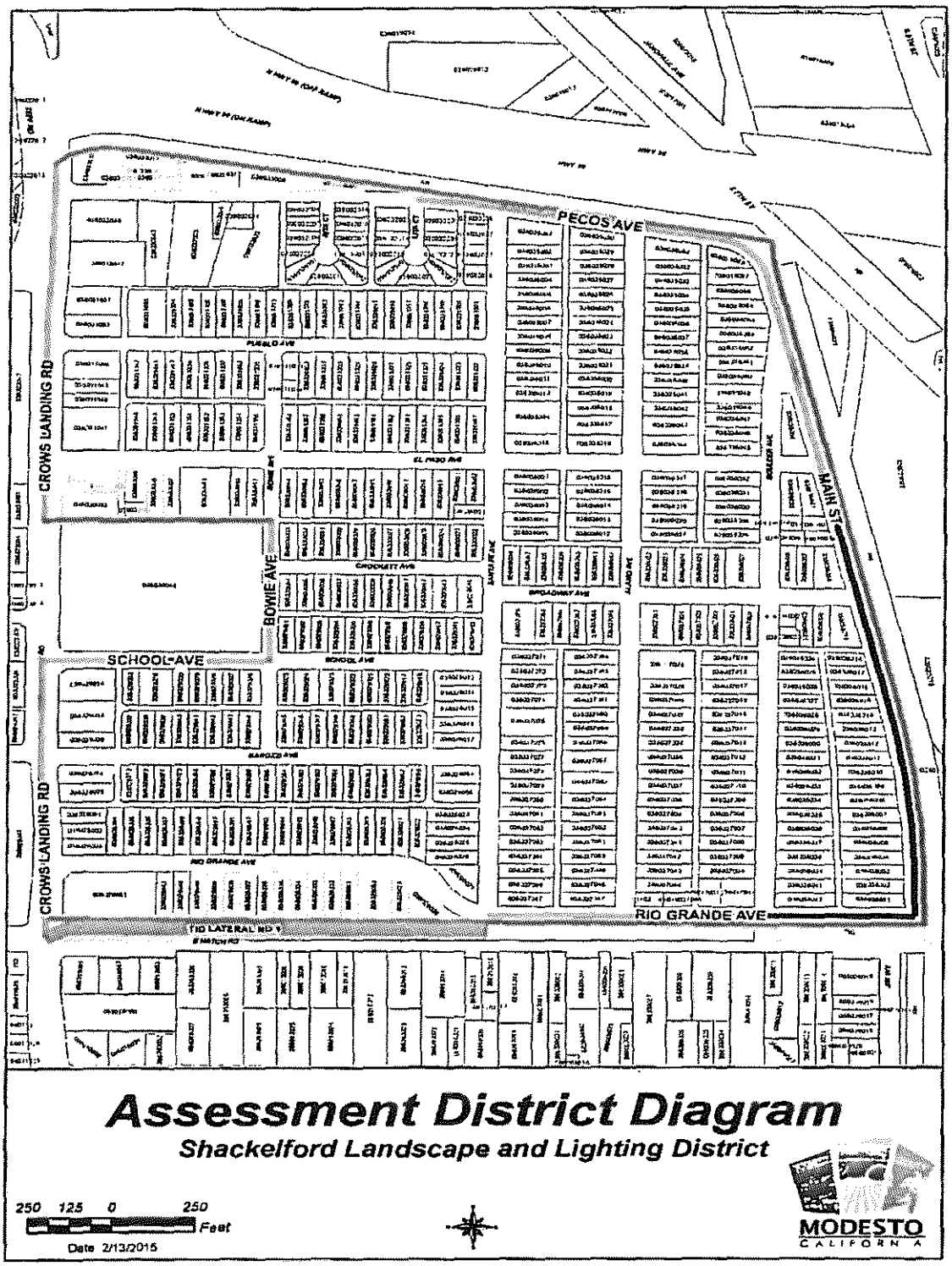
[4] Estimated revenues for second installment of FY 2014-15 tax levy.

[5] Reserve funding equals 37.5% of Annual Operating Cost *(50% is maximum allowable)*

SECTION IV MAINTENANCE & PLAN SPECIFICATIONS

Plans and specifications are available for review in the Public Works Department, located at 512 Jefferson Street, Modesto, CA. For more information, contact Kelly Gallagher, Parks Operations Manager at (209) 524-2330.

SECTION V ANNUAL ASSESSMENT DISTRICT DIAGRAM



SECTION VI ANNUAL ASSESSMENT LIST BY PARCEL & OWNER

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
038-028-001-000	SERRANO ANTONIO H & SERRANO MARIA G	1328 CROWS LANDING RD	MODESTO CA 95351	$ 58.90
038-028-002-000	STILLE JERRY	0 CROWS LANDING RD	MODESTO CA 95351	$ 58.90
038-028-003-000	STILLE JERRY	1328 CROWS LANDING RD	MODESTO CA 95351	$ 58.90
038-028-004-000	STILLE JERRY	115 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-005-000	GARCIA VALENTIN	119 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-006-000	CARDENAS JOSE J	123 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-007-000	RAMIREZ MARIA ELENA	127 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-008-000	GARIBAY AUDELIA	131 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-009-000	ANDREWS LUKE J & CAROLYN M	201 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-010-000	OLGUIN RACHEL O TR	205 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-011-000	YEPEZ EFREN & YEPEZ GUADALUPE OCHOA	209 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-012-000	MENDOZA EDGAR	213 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-013-000	AL SUMERI FAHMI	217 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-014-000	HERRERA MARIA	221 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-015-000	AMESCUA JOSE	225 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-016-000	CORRAL JOSE & ALICIA	229 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-017-000	MARTINEZ JOHN	301 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-018-000	GARZA JOSE R & GARZA ROSA E	305 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-019-000	ACOSTA ELENA	309 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-020-000	DIAZ RODRIGO	313 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-021-000	CASTILLO-FLORES JOSE ET AL	317 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-022-000	SAHOTA HARVINDER SINGH	321 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-023-000	SOSA EFREN M & ANDREA A	1315 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-028-024-000	HO CHINJUI & FAN MINGJEAN TRS	1319 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-028-025-000	PLASCENCIA ARACELI	1323 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-028-026-000	FLORES RAUL CASTILLO & CASTILLO BRAULIA A	1327 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-028-027-000	NATH LEKHRAM	343 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-028-000	VARGAS MARIA HERNANDEZ DE ET AL	320 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-029-000	BEAS MARIANO & MARIA C	318 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-030-000	CARDENAS JOSE JESUS	316 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-031-000	ARROYO ISMAEL GARIBY ET AL	306 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-032-000	AVILA OCTAVIO S	302 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-033-000	MARES CARLOS	230 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-034-000	SANCHEZ JESUS	226 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-035-000	SPERONI STACEY	222 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-036-000	AVILES CYNTHIA	218 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-037-000	GARIBAY ET AL ISMAEL	214 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-038-000	TRUJILLO SALOME L & ET UX	210 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-039-000	AL-SUMERI FAHMI	206 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-040-000	SANDOVAL CARMEN ET AL	204 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-042-000	CARUSO SHOPPING CENTER INC	128 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-048-000	KNIGHT ELLEN FAITH TR	202 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-028-051-000	CARUSO SHOPPING CENTER INC	1418 CROWS LANDING RD	MODESTO CA 95351	$ 58.90
038-029-001-000	DUARTE FELIPE B	221 SCHOOL AVE	MODESTO CA 95351	$ 58.90
038-029-002-000	CARRILLO JOSE A	225 SCHOOL AVE	MODESTO CA 95351	$ 58.90

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
038-029-003-000	GRAGG EUGENE LAROY	229 SCHOOL AVE	MODESTO CA 95351	$ 58.90
038-029-004-000	HENDRIX SHIRLEY	301 SCHOOL AVE	MODESTO CA 95351	$ 58.90
038-029-005-000	RODRIQUEZ MARY P	305 SCHOOL AVE	MODESTO CA 95351	$ 58.90
038-029-006-000	MEZA ISIDRO	309 SCHOOL AVE	MODESTO CA 95351	$ 58.90
038-029-007-000	BURROWS DELORES I	313 SCHOOL AVE	MODESTO CA 95351	$ 58.90
038-029-008-000	ALBERTO LUCAS & MODESTA	317 SCHOOL AVE	MODESTO CA 95351	$ 58.90
038-029-009-000	ALBERTO LUCAS & ALBERTO MODESTA	321 SCHOOL AVE	MODESTO CA 95351	$ 58.90
038-029-010-000	SWARTS JACK ODELL	325 SCHOOL AVE	MODESTO CA 95351	$ 58.90
038-029-011-000	ANGELES REMIGIO & SANCHEZ DELFINA	329 SCHOOL AVE	MODESTO CA 95351	$ 58.90
038-029-012-000	JIMENEZ JOSE L & JIMENEZ ESPERANZA G	333 SCHOOL AVE	MODESTO CA 95351	$ 58.90
038-029-013-000	LARA JOSE A & LARA BERTHA A	326 SCHOOL AVE	MODESTO CA 95351	$ 58.90
038-029-014-000	FIERRO ANTHONY A	1233 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-029-015-000	GAYLE NOVI L	1237 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-029-016-000	PENA ARTURO & PENA ARCELIA	1241 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-029-017-000	JIMENEZ-FUENTES ROGELIO & JIMENEZ SELENE	1245 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-029-018-000	MODESTO CITY OF	SCHOOL AVE	MODESTO CA 95351	$ 58.90
038-029-019-000	VILLA ROGELIO ET AL	318 SCHOOL AVE	MODESTO CA 95351	$ 58.90
038-029-020-000	LLAMAS HILDA MARIA	314 SCHOOL AVE	MODESTO CA 95351	$ 58.90
038-029-021-000	MEZA ISIDRO	310 SCHOOL AVE	MODESTO CA 95351	$ 58.90
038-029-022-000	HOOVER ROBERT S JR TR ET AL	306 SCHOOL AVE	MODESTO CA 95351	$ 58.90
038-029-023-000	AGUAYO ISMAEL	302 SCHOOL AVE	MODESTO CA 95351	$ 58.90
038-029-024-000	ORTEGA RODOLFO & LETICIA	226 SCHOOL AVE	MODESTO CA 95351	$ 58.90
038-029-025-000	GUDINO FRANCISCO & GUDINO GUADALUPE	222 SCHOOL AVE	MODESTO CA 95351	$ 58.90
038-029-026-000	MODESTO CITY SCHOOL DIST	0 SCHOOL & 0 BOWIE AVE	MODESTO CA 95351	$ 58.90
038-029-027-000	VANKIRK VENOY & ET UX	0 SCHOOL AVE	MODESTO CA 95351	$ 58.90
038-029-028-000	VANKIRK VENOY V TRS & VANKIRK MARJORIE H	206 SCHOOL AVE	MODESTO CA 95351	$ 58.90
038-029-029-000	VANKIRK VENOY V TRS & VANKIRK MARJORIE H	202 SCHOOL AVE	MODESTO CA 95351	$ 58.90
038-029-030-000	VANKIRK BLONDELL TR	128 SCHOOL AVE	MODESTO CA 95351	$ 58.90
038-029-033-000	AGUILERA CONNIE HEIRS OF	116 SCHOOL AVE	MODESTO CA 95351	$ 58.90
038-029-034-000	VIRK DAVINDER S & SARBJIT TRS	1230 CROWS LANDING RD	MODESTO CA 95351	$ 58.90
038-029-035-000	GARCIA JOSE & SOFIA TRS	1238 CROWS LANDING RD	MODESTO CA 95351	$ 58.90
038-029-036-000	SERRANO VICTOR & GUADALUPE	1246 CROWS LANDING RD	MODESTO CA 95351	$ 58.90
038-029-037-000	MARTIN WILLIAM R TRS & MARTIN JUDITH L	117 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-038-000	MARTIN WILLIAM R TRS & MARTIN JUDITH	0 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-039-000	GARIBAY MARIA DE JESUS	125 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-040-000	GARCIA ROBERTO P ET AL	129 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-041-000	ARNETT SANDRA JEAN ET AL	201 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-042-000	TORRES SIXTO A & GALVAN OFELIA FLORES	205 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-043-000	HERNANDEZ ASCENCION & LUCIA	209 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-044-000	CASTILLO ALMA	213 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-045-000	MADRIGAL UBALDO ADAM	221 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-046-000	DIAZ RODRIGO	225 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-047-000	BARAJAS JOSE & BARAJAS MARIA	229 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-048-000	JIMENEZ ANTONIO F & JIMENEZ TERESA F	301 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-049-000	PULIDO JOSE G ET AL	305 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-050-000	ACEVES ANGEL & ELVA TRS	309 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-051-000	LOPEZ NESTOR	313 BAROZZI AVE	MODESTO CA 95351	$ 58.90

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
038-029-052-000	CASTILLO MARIA	317 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-053-000	GARIBAY ISMAEL	321 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-054-000	MARTINEZ ANTONIO & MARTINEZ GEORGINA M	1305 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-029-055-000	CALDERON LUIS & VIRGINIA CACHU	1309 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-029-056-000	PEREZ LETICIA M	322 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-057-000	MARTINEZ SALVADOR & MARTHA	318 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-058-000	BRISENO JOSE & CAMACHO MIREYA SOSA	314 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-059-000	MENDOZA GILBERTO	310 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-060-000	CALDERON MANUEL ET AL	306 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-061-000	GOODRICH PATRICIA A	302 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-062-000	LOPEZ NICOLAS	230 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-063-000	GARCIA FELIPE O & GARCIA CHRISTINA	226 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-064-000	GARCIA MARIO A & GARCIA MARY G	222 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-065-000	JIMENEZ PETRA	218 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-066-000	SOTO RAUL	214 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-067-000	MORENO MARTIN DE SANTIAGO & MARISOL	210 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-068-000	JAUREGUI JESUS	206 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-069-000	ALVARADO SALVADOR & ALVARADO MARIA E	202 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-070-000	NELSON MARY E ET AL	128 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-071-000	MARTIN JUDITH L TR	0 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-072-000	BONILLA MARTIN ADALBERTO	120 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-073-000	ESPINDOLA ROSARIO T	116 BAROZZI AVE	MODESTO CA 95351	$ 58.90
038-029-074-000	FELIX RAFAELA	1304 CROWS LANDING RD	MODESTO CA 95351	$ 58.90
038-029-075-000	FELIX RAFAELA	1312 CROWS LANDING RD	MODESTO CA 95351	$ 58.90
038-029-076-000	TAYLOR BENNIE W JR & ABBEY KARI W	120 SCHOOL AVE	MODESTO CA 95351	$ 58.90
038-030-001-000	EL DORADO MARKET INC	1104 CROWS LANDING RD	MODESTO CA 95351	$ 58.90
038-030-002-000	CH SET FREE CHRISTIAN FELLOWSH	110 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-030-003-000	EL DORADO MARKET INC	1108 CROWS LANDING RD	MODESTO CA 95351	$ 58.90
038-030-004-000	MODESTO CITY SCHOOLS	0 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-030-005-000	MODESTO CITY SCHOOLS	116 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-030-006-000	MODESTO CITY SCHOOLS	120 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-030-007-000	CH GOD OF	124 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-030-010-000	BECERRA REFUGIO & ARMAS BENIGNA	208 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-030-011-000	BECERRA REFUGIO E & ARMAS BENIGMA	212 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-030-013-000	GALVAN ROBERTO	228 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-030-015-000	RIOS HENRY V & RIOS LYDIA F	304 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-030-016-000	CARDENAS VIDAL & CARDENAS SOCORRO	308 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-030-017-000	MUNOZ CRISOFORO R	312 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-030-018-000	GARCIA FRANCISCO J	316 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-030-019-000	KETNER ET AL VERA W	320 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-030-021-000	CAMARGO LAURA A ET AL	1113 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-030-022-000	SALDANA JUAN D & ET UX	329 CROCKETT AVE	MODESTO CA 95351	$ 58.90
038-030-023-000	SHERMAN DAVID H TR	325 CROCKETT AVE	MODESTO CA 95351	$ 58.90
038-030-024-000	MORENO CARLOS & EVANGELINA TRS	321 CROCKETT AVE	MODESTO CA 95351	$ 58.90
038-030-025-000	MURILLO ARMANDO & ARELLANO CONSUELO	317 CROCKETT AVE	MODESTO CA 95351	$ 58.90
038-030-026-000	LUNA JOSE GUADALUPE JR	313 CROCKETT AVE	MODESTO CA 95351	$ 58.90
038-030-027-000	MURILLO SUSANA	309 CROCKETT AVE	MODESTO CA 95351	$ 58.90

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
038-030-028-000	GOMEZ REFUGIO	305 CROCKETT AVE	MODESTO CA 95351	$ 58.90
038-030-029-000	VENEGAS-ZENDEJAS EVANGELINA	301 CROCKETT AVE	MODESTO CA 95351	$ 58.90
038-030-030-000	MURILLO SUSANA	233 CROCKETT AVE	MODESTO CA 95351	$ 58.90
038-030-031-000	MECCA DIANE MARIA TR	229 CROCKETT AVE	MODESTO CA 95351	$ 58.90
038-030-032-000	CARRERA ZOILO & IRMA	225 CROCKETT AVE	MODESTO CA 95351	$ 58.90
038-030-033-000	29 MCKINLEY HOLDING LP	1120 BOWIE AVE	MODESTO CA 95351	$ 58.90
038-030-034-000	ARAGON AGUSTIN & MEDINA MARTINA	220 CROCKETT AVE	MODESTO CA 95351	$ 58.90
038-030-035-000	NAVARRO FRANCISCO & NAVARRO ROSA O	224 CROCKETT AVE	MODESTO CA 95351	$ 58.90
038-030-036-000	LUNA JESUS	228 CROCKETT AVE	MODESTO CA 95351	$ 58.90
038-030-037-000	LUNA FRANCISCO ET AL	232 CROCKETT AVE	MODESTO CA 95351	$ 58.90
038-030-038-000	LUNA JUAN I & ET UX	300 CROCKETT AVE	MODESTO CA 95351	$ 58.90
038-030-039-000	KINGSTON PATTI CAINE ET AL	304 CROCKETT AVE	MODESTO CA 95351	$ 58.90
038-030-040-000	LUNA CARLOS	308 CROCKETT AVE	MODESTO CA 95351	$ 58.90
038-030-041-000	LUNA CARLOS & LUNA LETICIA	312 CROCKETT AVE	MODESTO CA 95351	$ 58.90
038-030-042-000	GONZALEZ MANUEL	316 CROCKETT AVE	MODESTO CA 95351	$ 58.90
038-030-043-000	MEDINA HERIBERTO	320 CROCKETT AVE	MODESTO CA 95351	$ 58.90
038-030-044-000	MENDOZA ERIKA NUNEZ	1211 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-030-046-000	GARZA JOSE ROBERTO & GARZA ROSA E	232 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-030-047-000	LINARES FELIPE P & LINARES MARTHA A	300 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-030-048-000	CH GOD OF	200 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-030-049-000	ROMERO ROSALVA L	220 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-030-050-000	PARSONS JOSEPH J TR	224 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-030-051-000	REYES JOSE G	326 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-030-052-000	MELGOZA CRISTOBAL & ANITA	328 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-031-001-000	RAMIREZ FERNANDO	930 CROWS LANDING RD	MODESTO CA 95351	$ 58.90
038-031-002-000	RAMIREZ FERNANDO	938 CROWS LANDING RD	MODESTO CA 95351	$ 58.90
038-031-003-000	AGUILERA SALVADOR	117 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-004-000	MENDEZ LOURDES	125 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-005-000	SCRUGGS JOSEPH M & LINDA J TRS	129 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-006-000	VALLE XAVIER	201 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-007-000	PADILLA FRANCISCO C & PADILLA MARIA E	205 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-008-000	RODRIGUEZ RUBEN GARZA & ROSEMARY	209 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-009-000	GARCIA IRMA	213 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-010-000	GOOLSBY STEVEN W ET AL	217 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-012-000	GOOLSBY WAYNE R	229 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-013-000	INIGUEZ JORGE S	233 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-014-000	GALVAN MARIA ANGELICA	303 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-015-000	FRANCO JOSE A & FRANCO HORTENCIA P	305 PUEBLO	MODESTO CA 95351	$ 58.90
038-031-016-000	SALGADO REFUGIO ET AL	309 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-017-000	LEW JOE	313 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-018-000	MERIWETHER SANDY Y	317 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-019-000	GUZMAN JULIAN M & MOTA-GUZMAN DELIA	321 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-020-000	ESPINOZA LAZARO	325 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-021-000	TORRES MARGARITO M	921 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-031-022-000	MADRIGAL GUILLERMO ET AL	1007 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-031-023-000	GILMORE DANIEL	324 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-024-000	MENDOZA ENRIQUE T & MENDOZA IRMA A	320 PUEBLO AVE	MODESTO CA 95351	$ 58.90

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
038-031-025-000	CARDENAS JESUS ET AL	316 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-026-000	FUNK MARIA	312 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-027-000	ROBBINS JAMES P & ROBBINS PATRICIA C	308 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-028-000	CASTRO RAYMOND & CASTRO MARTHA E	304 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-029-000	GALVIN JOSE L	300 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-030-000	SIGALA STEVE & TERESA	232 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-031-000	PENDLEY CLAY	228 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-032-000	ESCOBEDO MICHIKO	224 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-033-000	ABSHER GLOBAL INVESTMENTS INC	220 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-034-000	ABSHER GLOBAL INVESTMENTS INC	220 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-035-000	CABRERA AGUSTIN	212 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-036-000	SIGALA STEVE & TERESA	208 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-037-000	MADRIGAL RAFAELA	204 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-038-000	OCHOA JOSE LUIS	200 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-039-000	LARA CONSUELO M	128 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-040-000	AL-SUMERI FAHIMI	124 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-041-000	DEA BILLY & FRANCES Y	120 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-042-000	WOODMAN BEN A & WODMAN TANIA L	116 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-045-000	GUAJARDO HECTOR	1010 CROWS LANDING RD	MODESTO CA 95351	$ 58.90
038-031-046-000	GUAJARDO HECTOR	1014 CROWS LANDING RD	MODESTO CA 95351	$ 58.90
038-031-047-000	PORRAS SIXTO	1024 CROWS LANDING RD	MODESTO CA 95351	$ 58.90
038-031-048-000	LOZANO SANDRA LUZ SUAREZ	117 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-031-049-000	FLORES MIGUEL ANGEL	121 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-031-050-000	REYNOSO JORGE	125 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-031-051-000	CENTENO MARIA	129 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-031-052-000	ORTEGA GILBERTO H & ORTEGA FRANCISCA	201 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-031-053-000	ORTEGA GILBERTO H & ORTEGA FRANCISCA Z	205 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-031-054-000	BETTENCOURT LULA JENE	209 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-031-055-000	MENDEZ LOURDES	213 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-031-056-000	YEFREMENKO ALEKSANDR	221 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-031-057-000	LOTT ROBERT LYNDELL & BETTY ROSEMARY	225 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-031-058-000	FLORES ADRIANA	229 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-031-059-000	FLORES ADRIANA	233 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-031-060-000	JIMINEZ ESPERANZA GARZA	301 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-031-061-000	GARZA JOAQUIN J JR & GARZA GRACIELA	305 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-031-062-000	GARZA JOSE ROBERTO & GARZA ROSA E	309 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-031-063-000	MENDEZ LOURDES	313 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-031-064-000	GARZA JOSE ROBERTO & ROSA E	317 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-031-065-000	GARZA JOSE R & GARZA ROSA E	321 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-031-066-000	GOMEZ JUSTINO	325 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-031-067-000	GOMEZ JUSTINO & GOMEZ MARTINA	1019 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-031-068-000	JIB DICKENS INVESTMENTS LLC	1002 CROWS LANDING RD	MODESTO CA 95351	$ 58.90
038-031-069-000	JOHNSON DAVID J & JOHNSON LAVELDA C	221 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-031-070-000	CASTILLO RUBEN & CASTILLO M MAGDALENA	225 PUEBLO AVE	MODESTO CA 95351	$ 58.90
038-032-002-000	MENDOZA ROBERTO & UVIER	924 CROWS LANDING RD	MODESTO CA 95351	$ 58.90
038-032-003-000	GORDO BRUCE ANTHONY	132 PECOS AVE	MODESTO CA 95351	$ 58.90
038-032-004-000	GARCIA FERNANDO	208 PECOS AVE	MODESTO CA 95351	$ 58.90

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
038-032-006-000	CORTEZ EDDIE T	101 RITA CT	MODESTO CA 95351	$ 58.90
038-032-007-000	CORTEZ EDDIE T	105 RITA CT	MODESTO CA 95351	$ 58.90
038-032-008-000	ZENDEJAS ZENAIDA	109 RITA CT	MODESTO CA 95351	$ 58.90
038-032-009-000	INIGUEZ BERNABE ET AL	113 RITA CT	MODESTO CA 95351	$ 58.90
038-032-010-000	INIGUEZ ISMAEL & INIGUEZ MARIA G	117 RITA CT	MODESTO CA 95351	$ 58.90
038-032-011-000	ASCENCIO MARTIN G ET AL	122 RITA CT	MODESTO CA 95351	$ 58.90
038-032-012-000	WHITE GARY L & WHITE MARY	118 RITA CT	MODESTO CA 95351	$ 58.90
038-032-013-000	BRIONES GUADALUPE	114 RITA CT	MODESTO CA 95351	$ 58.90
038-032-014-000	YOUNG RUTH	110 RITA CT	MODESTO CA 95351	$ 58.90
038-032-015-000	CERVANTES JUANA LAURA ROSAS	106 RITA CT	MODESTO CA 95351	$ 58.90
038-032-016-000	INIGUEZ BERNABE ET AL	102 RITA CT	MODESTO CA 95351	$ 58.90
038-032-018-000	ZAVALA-PATINO DALILA	109 LITA CT	MODESTO CA 95351	$ 58.90
038-032-019-000	TANAKA TAD TADASHI TRS & TANAKA EVA WONG	113 LITA CT	MODESTO CA 95351	$ 58.90
038-032-020-000	ALVAREZ JUAN & ALVAREZ SOCORRO	117 LITA CT	MODESTO CA 95351	$ 58.90
038-032-021-000	FLORES PEDRO & ET UX	122 LITA CT	MODESTO CA 95351	$ 58.90
038-032-022-000	MALDONADO MARIO	118 LITA CT	MODESTO CA 95351	$ 58.90
038-032-023-000	FERNANDEZ JESUS M	114 LITA CT	MODESTO CA 95351	$ 58.90
038-032-024-000	TANAKA TAD TADASHI TRS & TANAKA EVA WONG	110 LITA CT	MODESTO CA 95351	$ 58.90
038-032-027-000	SAMRAN SOHAN	913 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-032-028-000	RIDER TARA LOUISE	917 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-032-031-000	WONG ERNEST H & KLOCKO ANNE L TRS	106 LITA CT	MODESTO CA 95351	$ 58.90
038-032-032-000	SAMRA GURMIT	105 LITA CT	MODESTO CA 95351	$ 58.90
038-032-033-000	PENALOZA FRANCISCO M	220 PECOS AVE	MODESTO CA 95351	$ 58.90
038-032-034-000	SOLORIO DANIEL SR & SOLORIO SHERRY A	214 PECOS AVE	MODESTO CA 95351	$ 58.90
038-032-036-000	GARCIA MARIANO & GARCIA ELVA	328 PECOS AVE	MODESTO CA 95351	$ 58.90
038-032-037-000	VALENCIA HUMBERTA M	909 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-032-039-000	MENDOZA ROBERTO & LIVIER	900 CROWS LANDING RD	MODESTO CA 95351	$ 58.90
038-032-040-000	STANISLAUS COUNTY OF	0 PECOS AVE	MODESTO CA 95351	$ 58.90
038-033-003-000	MENDOZA ROBERTO & LIVIER	105 PECOS AVE	MODESTO CA 95351	$ 58.90
038-033-004-000	MENDOZA ROBERTO & LIVIER	121 PECOS AVE	MODESTO CA 95351	$ 58.90
038-033-005-000	SUMPTER HENRY C III	127 PECOS AVE	MODESTO CA 95351	$ 58.90
038-033-006-000	NAVARRO RAMON H & JUSTINE	201 PECOS AVE	MODESTO CA 95351	$ 58.90
038-033-007-000	TUCKER KRISTY	209 PECOS AVE	MODESTO CA 95351	$ 58.90
038-033-008-000	CORTEZ ED	215 PECOS AVE	MODESTO CA 95351	$ 58.90
038-033-009-000	GILMORE DANIEL A	225 PECOS AVE	MODESTO CA 95351	$ 58.90
038-033-011-000	MENDOZA ROBERTO & LIVIER	109 PECOS RD	MODESTO CA 95351	$ 58.90
038-033-012-000	MENDOZA ROBERTO & LIVIER	854 CROWS LANDING RD	MODESTO CA 95351	$ 58.90
038-035-002-000	RIVERA CONSUELO B	912 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-035-003-000	DUONG SUNSHINE & WEBB NICHOLAS E	918 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-035-004-000	LOPEZ MARTIN & PATRICIA	920 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-035-005-000	NINO ALBERT AGUIRRE	924 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-035-006-000	GILL RUPINDER K	928 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-035-007-000	DIAZ RAYMOND	932 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-035-008-000	BRINKMAN LOUAIN TR	936 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-035-009-000	DEL VALLE ROCIO	1002 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-035-010-000	PATINO LIZEBETH	1006 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-035-011-000	EVNIN KERRY MD & LAURA	1010 SANTA FE AVE	MODESTO CA 95351	$ 58.90

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
038-035-012-000	KEM SOKHOM & VANTHA TRS	1014 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-035-015-000	SIKKA SATISH ET AL	1028 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-035-016-000	AVALOS YAVEH AVINA	1029 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-035-017-000	PERDUE GARY LYN	1023 ALAMO AVE	MODESTO CA 95351	$ 58 90
038-035-018-000	HERNANDEZ MARIA G ET AL	1019 ALAMO AVE	MODESTO CA 95351	$ 58 90
038-035-019-000	MURILLO GUILLERMINA	1015 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-035-020-000	MANZO ANTONIO	1011 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-035-021-000	TOVAR MANUEL & ROSIE	1007 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-035-022-000	HERNANDEZ MANUEL & HERNANDEZ MARIA	1001 ALAMO AVE	MODESTO CA 95351	$ 58 90
038-035-023-000	DIAZ RODRIGO	937 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-035-024-000	GIL RICARDO	933 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-035-025-000	SHARMA RAJIV & MRIDULA	929 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-035-026-000	ESCALANTE OSCAR	925 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-035-027-000	DE LA TORRE MIGUEL ET AL	921 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-035-028-000	PADILLA JAIME & ROSE FONSECA DE	917 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-035-029-000	VELASQUEZ ERIK NEVAREZ	913 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-035-030-000	HERNANDEZ ANTONIO & GUADALUPE	412 PECOS AVE	MODESTO CA 95351	$ 58.90
038-035-032-000	ANGLIN JAMES JR & ET UX	916 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-035-033-000	ANGLIN JAMES R & ANGLIN ALETA M	920 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-035-034-000	ANGLIN JAMES JR & ET UX	924 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-035-035-000	R RENTALS LLC	928 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-035-036-000	GARCIA RAMON & ET UX	932 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-035-037-000	PIMENTAL JOSE AGUILAR & ENEDELIA A	936 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-035-038-000	MACEDO CARLOS	1002 ALAMO AVE	MODESTO CA 95351	$ 58 90
038-035-039-000	OLVERA EMETERIO & ET UX	1006 ALAMO AVE	MODESTO CA 95351	$ 58 90
038-035-040-000	KAUR MANJIT	1010 ALAMO AVE	MODESTO CA 95351	$ 58 90
038-035-041-000	CHAVEZ MANUEL G & ET UX	1014 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-035-042-000	BARRAGAN JOHN J & LETICIA R	1018 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-035-043-000	GOMEZ LETICIA ET AL	1024 ALAMO AVE	MODESTO CA 95351	$ 58 90
038-035-044-000	SANTANA ELSA	505 EL PASO AVE	MODESTO CA 95351	$ 58 90
038-035-045-000	VASQUEZ ALFREDO & ET UX	1029 BOULDER AVE	MODESTO CA 95351	$ 58 90
038-035-046-000	SANCHEZ FRANCISCO & HUERTA MARIA ISABEL	1025 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-035-047-000	KEM SOKHOM & VANTHA TRS	1021 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-035-048-000	CALDERSON PEDRO OMAR R JR	1019 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-035-049-000	TORRES JOSE	1017 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-035-050-000	RAMIREZ AGUSTIN JR	1007 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-035-051-000	NAVARRETE JAVIER	1005 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-035-052-000	SALDANA HILARIO	1001 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-035-053-000	GARZA JOSE ROBERTO & ROSA ELGNA	935 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-035-054-000	GARZA JOAQUIN JR	931 MAIN ST	MODESTO CA 95351	$ 58.90
038-035-055-000	JONES RICHARD J	927 MAIN ST	MODESTO CA 95351	$ 58.90
038-035-056-000	SANCHEZ ANTONIO R & SANCHEZ MARIA	923 MAIN ST	MODESTO CA 95351	$ 58.90
038-035-057-000	PERKINS STEVEN A & ELSSY E	919 MAIN ST	MODESTO CA 95351	$ 58.90
038-035-058-000	ALEMAN MARIA HEIRS OF ET AL	1026 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-035-059-000	DAVIS MIKE & SHERYL	530 PECOS	MODESTO CA 95351	$ 58.90
038-035-062-000	GALVAN ALICIA	912 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-035-063-000	BELTRAN AMPARO	908 SANTA FE	MODESTO CA 95351	$ 58.90

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
038-035-064-000	MONTES CARLOS A & MONTES GUADALUPE C	1018 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-036-001-000	GOMEZ JUSTINO & GOMEZ MARTINA	1104 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-036-002-000	MULLINS GUY E JR	1106 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-036-003-000	MACIEL BENJAMIN & MARISELA JIMINEZ	1110 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-036-004-000	GOMEZ JUSTINO & GOMEZ MARTINA	1114 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-036-005-000	GOMEZ JUSTINO & GOMEZ MARTINA	1118 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-036-006-000	ALEMAN ARMANDO ET AL	1124 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-036-007-000	ARREGUIN PABLO & ARREGUIN ESTHER	405 BROADWAY AVE	MODESTO CA 95351	$ 58.90
038-036-008-000	MOTA-NAVARRO IGNACIO & GUTIERREZ-DE MOTA TERESITA	409 BROADWAY AVE	MODESTO CA 95351	$ 58.90
038-036-009-000	PEREZ JOSE & PEREZ OTILIA	413 BROADWAY AVE	MODESTO CA 95351	$ 58.90
038-036-010-000	MEDINA MARIA CECILIA HUERTA	417 BROADWAY AVE	MODESTO CA 95351	$ 58.90
038-036-012-000	RAMIREZ MARIA DEL REFUGIO GARZA DE	1117 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-036-013-000	SAMRAN SOHAN	1113 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-036-014-000	GUTIERREZ ALEJANDRO LEON ET AL TRS	1109 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-036-015-000	GOMEZ JUSTINO	1105 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-036-016-000	MULLINS GUY EUGENE JR	1101 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-036-017-000	KUESTER CHRISTIAN F & DORIS J HEIRS OF	1102 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-036-018-000	ALVARA GONZALO & MARISELA	1106 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-036-019-000	LOPEZ FRANCISCO M & LOPEZ DELIA T	1110 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-036-020-000	ARROYO RAFAEL & ALMA PATRICIA	1114 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-036-021-000	TELLECHEA RUBEN & DAHLIA	1118 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-036-022-000	GOMEZ ESTELA A	501 BROADWAY AVE	MODESTO CA 95351	$ 58.90
038-036-023-000	HIGH ROBERT A & JANET L TRS	505 BROADWAY AVE	MODESTO CA 95351	$ 58.90
038-036-024-000	GARCIA JUAN M & BLAKE ALMA D	507 BROADWAY AVE	MODESTO CA 95351	$ 58.90
038-036-025-000	PADILLA ANGEL GAIL ET AL	509 BROADWAY AVE	MODESTO CA 95351	$ 58.90
038-036-026-000	MENDOZA AGUSTIN	517 BROADWAY AVE	MODESTO CA 95351	$ 58.90
038-036-027-000	SHAIBI YEHIA AHMED QASSEM & KASSIM FATIMA TRS	1125 BOULDER	MODESTO CA 95351	$ 58.90
038-036-028-000	WALLACE DANNY L & WALLACE ESTHER G	1119 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-036-029-000	HOGUE MIKAEL LEE	1113 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-036-030-000	AMADOR OLIVER RAY	1109 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-036-031-000	MC HAM JOHN & MISTY	1105 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-036-032-000	CHRISTIANSEN JON FREDERICK	1101 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-036-033-000	SHAIBI YEHIA AHMED QASSEM & KASSIM FATIMA TRS	602 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-036-034-000	GROKHOLSKY YURY	1114 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-036-035-000	ZABALZA RUBEN JR	1118 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-036-036-000	SOLANO MIGUEL ANGEL LOPEZ	601 BROADWAY AVE	MODESTO CA 95351	$ 58.90
038-036-037-000	MONTIEL GUADALUPE	605 BROADWAY AVE	MODESTO CA 95351	$ 58.90
038-036-038-000	SHAIBI YEHIA AHMED QASSEM & KASSIM FATIMA TRS	613 BROADWAY AVE	MODESTO CA 95351	$ 58.90
038-036-039-000	AZEVEDO DANIEL ROBERT ET AL	1117 MAIN ST	MODESTO CA 95351	$ 58.90
038-036-040-000	WILSON CLIFFORD & WILSON LILA P	1113 MAIN ST	MODESTO CA 95351	$ 58.90
038-036-041-000	OLVERA DAVID R	606 EL PASO AVE	MODESTO CA 95351	$ 58.90
038-036-042-000	AGUILAR ENDELIA ET AL	425 BROADWAY AVE	MODESTO CA 95351	$ 58.90
038-036-043-000	LEDEZMA LOURDES	421 BROADWAY AVE	MODESTO CA 95351	$ 58.90
038-037-001-000	EL BUEN SAMARITANO ASEMBLEAS DE DIOS	521 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-037-004-000	VASQUEZ JOSE A	1329 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-037-005-000	VASQUEZ JOSEF	1325 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-037-006-000	LOPEZ ENRIQUETA P & ANTONIO	1321 BOULDER AVE	MODESTO CA 95351	$ 58.90

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
038-037-007-000	RIVERA LILIA R	1317 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-037-008-000	AVILA MIGUEL A	1313 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-037-009-000	GUTIERREZ GUADALUPE	1309 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-037-010-000	PEREZ VICENTE & EVANGELINA	1305 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-037-011-000	GONZALEZ YOLANDA V	1301 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-037-012-000	ROMERO ADRIAN	1245 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-037-013-000	GOMEZ LUIS SR & GOMEZ JUANA	1241 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-037-014-000	GARZA JOAQUIN JR	1237 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-037-015-000	ASCENCIO MIGUEL G & ASCENCIO HERMELINDA F	1233 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-037-016-000	KAUR MANJIT	1229 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-037-017-000	VASQUEZ JOSEFINA GARZA ET AL	1225 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-037-018-000	DUONG SUNSHINE NHU & WEBB NICHOLAS E	1221 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-037-019-000	MAI MICHAEL	1217 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-037-020-000	CONTRERAS RICARDO	526 BROADWAY AVE	MODESTO CA 95351	$ 58.90
038-037-021-000	MORENO ALBERTO MANZO	522 BROADWAY AVE	MODESTO CA 95351	$ 58.90
038-037-022-000	GARCIA MARIBEL	518 BROADWAY AVE	MODESTO CA 95351	$ 58.90
038-037-023-000	GALVAN ROBERTO & GALVAN EMMA	514 BROADWAY AVE	MODESTO CA 95351	$ 58.90
038-037-024-000	OCHOA GEORGE	510 BROADWAY AVE	MODESTO CA 95351	$ 58.90
038-037-028-000	MODESTO CITY OF	0 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-029-000	GALVAN ROBERTO & EMMA	1226 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-032-000	RIVERA JESUS & RIVERA MARIA C	1234 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-033-000	PELAYO OSCAR	1238 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-034-000	PELAYO OSCAR	1242 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-035-000	LOPEZ VICTORIANO A & ET UX	1246 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-036-000	PEREZ AURELIO & PEREZ MARIA ROCIO	1302 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-037-000	PELAYO ARTURO & PELAYO EDELMIRA S	1306 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-038-000	ESTRADA MARIA ELENA	1310 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-039-000	VASQUEZ APOLINAR	1316 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-040-000	OSUNA ANTONIO V HEIRS OF	1318 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-041-000	OSUNA ISIDRA	1322 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-042-000	RIOS HENRY V & RIOS LYDIA F	1326 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-043-000	GARZA JUAN P	1330 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-044-000	GARZA JUAN PABLO	1334 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-045-000	CHOUDERY TARIQ & FARZANA TRS	1336 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-046-000	GARZA JUAN PABLO	511 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-037-047-000	TEMPLO ROSA DE SARON	421 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-037-048-000	PADILLA BENJAMIN G	1333 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-049-000	GARCIA ELPIDIO	1329 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-050-000	HORN ADELLA R	1325 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-051-000	JIMENEZ RICARDO GARCIA	1321 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-052-000	ZERMENO REFUGIO & MARIA	1317 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-053-000	ANGLIN JAMES JR & ET UX	1313 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-054-000	MORENO MANUEL & DE LA TORRE HILDA	1309 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-057-000	VU TOM TR	1245 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-058-000	REYES MANUELA BERUMEN	1241 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-059-000	VASQUEZ JOSE ATILIO	1237 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-060-000	LOMELI GUSTAVO A	1233 ALAMO AVE	MODESTO CA 95351	$ 58.90

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
038-037-061-000	WINTERS HERMAN C & SHIRLEY J TRS	1229 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-062-000	ORTEGA ANGELA	1225 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-063-000	ORTEGA GILBERTO H & ORTEGA FRANCISCA	1221 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-064-000	PEREZ LUIS A ET AL	1217 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-065-000	GONZALEZ JORGE AYALA & AYALA PETRA	1209 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-066-000	ROMERO ALEJO S & ROMERO FRANCISCA	422 BROADWAY AVE	MODESTO CA 95351	$ 58.90
038-037-067-000	DE LEON HECTOR S	418 BROADWAY AVE	MODESTO CA 95351	$ 58.90
038-037-068-000	CHAIREZ JOHNY LOPEZ ET AL	414 BROADWAY AVE	MODESTO CA 95351	$ 58.90
038-037-069-000	RIOS JUVENTINO	410 BROADWAY AVE	MODESTO CA 95351	$ 58.90
038-037-070-000	SANDHU PARAMVEER	406 BROADWAY AVE	MODESTO CA 95351	$ 58.90
038-037-071-000	GARCIA VERONICA C	1218 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-037-072-000	TELLECHEA FLORENTINO JR & TELLECHEA JOSEFINA B	1222 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-037-073-000	HENDRIX GUYLANN J	1226 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-037-074-000	MARTINEZ MARIA DE JESUS ET AL	1230 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-037-075-000	DE LA TORRE HUGO	1234 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-037-076-000	NINO ARTURO	1242 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-037-077-000	DE LA RIVA JOEL	1246 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-037-078-000	ROMO MARTIN & ROMO ANA LUZ	1302 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-037-079-000	GONZALEZ MELECIO CERVANTES & CRUZ MIRIAM C ZAMUDIO	1306 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-037-080-000	ANDERSON TRINA ET AL	1310 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-037-081-000	SOTO MARY ET AL	1314 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-037-082-000	MY COMMUNITY LLC	1318 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-037-083-000	COX CLEDOUS E	1322 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-037-084-000	DEA BILLY & FRANCES	1326 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-037-085-000	AVILA RAFAEL RAMIRO CASTRO ET AL	1330 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-037-086-000	NORTH CAL INVESTORS LLC	1334 SANTA FE AVE	MODESTO CA 95351	$ 58.90
038-037-087-000	TEMPLE BAUTISTA ROSA DE SARON INC	411 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-037-088-000	CH ASAMBLEAS DE DIOS BUEN SAMA	525 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-037-089-000	RUELAS FELIPE	1230 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-090-000	RANGEL JAVIER & MARIA	1301 ALAMO AVE	MODESTO CA 95351	$ 58.90
038-037-091-000	BIBLE WAY TABERNACLE INCORPORATION	502 BROADWAY AVE	MODESTO CA 95351	$ 58.90
038-038-001-000	CONTRERAS PEDRO	611 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90
038-038-002-000	JIMENEZ VICTOR ET AL	1333 MAIN ST	MODESTO CA 95351	$ 58.90
038-038-003-000	FLORES AGUSTIN & FLORES IRENE M	1329 MAIN ST	MODESTO CA 95351	$ 58.90
038-038-004-000	TURNER REBECCA	1325 MAIN ST	MODESTO CA 95351	$ 58.90
038-038-005-000	TURNER REBECCA	1321 MAIN ST	MODESTO CA 95351	$ 58.90
038-038-006-000	AMEZQUITA OLIVIA & IGNACIO	1317 MAIN ST	MODESTO CA 95351	$ 58.90
038-038-007-000	ARREQUIN PABLO	1313 MAIN ST	MODESTO CA 95351	$ 58.90
038-038-008-000	ARREQUIN PABLO	1309 MAIN ST	MODESTO CA 95351	$ 58.90
038-038-009-000	GRADILLA ANTONIO & URSUA PIEDAD	1305 MAIN ST	MODESTO CA 95351	$ 58.90
038-038-010-000	GRANADOS JACINTO ET AL	1301 MAIN ST	MODESTO CA 95351	$ 58.90
038-038-011-000	GARZA JOAQUIN JR	1245 MAIN ST	MODESTO CA 95351	$ 58.90
038-038-012-000	ROMERO BAUDELIO SR ET AL	1241 MAIN ST	MODESTO CA 95351	$ 58.90
038-038-013-000	GOMEZ IGNACIO & MARIA GUADALUPE	1237 MAIN ST	MODESTO CA 95351	$ 58.90
038-038-014-000	COLON EMMANUEL BRUNO	1233 MAIN ST	MODESTO CA 95351	$ 58.90
038-038-015-000	MONDRAGON ARTURO	1229 MAIN ST	MODESTO CA 95351	$ 58.90
038-038-016-000	DELATORRE HUGO	1225 MAIN ST	MODESTO CA 95351	$ 58.90

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
038-038-017-000	GLOBAL CAPITAL FUND 4 LLC	1221 MAIN ST	MODESTO CA 95351	$ 58.90
038-038-018-000	SINGH JAGDEV & GILL RANJIT KAUR	1217 MAIN ST	MODESTO CA 95351	$ 58.90
038-038-019-000	LEW JOE	614 BROADWAY AVE	MODESTO CA 95351	$ 58.90
038-038-020-000	RODRIGUEZ FEDERICO	610 BROADWAY AVE	MODESTO CA 95351	$ 58.90
038-038-021-000	CASTRO GUILLERMO	606 BROADWAY AVE	MODESTO CA 95351	$ 58.90
038-038-022-000	CH APOST ASBY FTH CHRIST JESUS	602 BROADWAY AVE	MODESTO CA 95351	$ 58.90
038-038-023-000	CORTEZ ANTONIO	1214 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-038-024-000	LINARES ANA & MARCOS C	1218 BOULDER	MODESTO CA 95351	$ 58.90
038-038-025-000	BARAJAS JAVIER & IRMA N	1222 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-038-026-000	NAYARES CARLOS M & ET UX	1226 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-038-027-000	GONZALEZ JESUS & GREGORIA	1230 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-038-028-000	CASILLAS HERIBERTO & MARIA	1234 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-038-029-000	DIAZ MA INES	1238 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-038-030-000	BARRON JOSE F & BARRON DOLORES M	1242 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-038-031-000	VELASQUEZ PEDRO ET AL	1246 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-038-032-000	RIOS AURELIO ET AL	1302 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-038-033-000	CEJA LUZ ELENA CHAVEZ DE	1306 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-038-034-000	AL-SUMERI FAHMI	1310 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-038-035-000	SANDOVAL XOCHI	1314 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-038-036-000	LOPEZ MARTHA	1318 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-038-037-000	CHAVEZ JOSE & CHAVEZ ANA M	1322 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-038-038-000	AGUILAR FELIPE	1326 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-038-039-000	BANUELOS IFRAEL	1330 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-038-041-000	DEA FRANCES Y ET AL	1334 BOULDER AVE	MODESTO CA 95351	$ 58.90
038-038-042-000	DEA FRANCES Y ET AL	603 RIO GRANDE AVE	MODESTO CA 95351	$ 58.90

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MODESTO CITY COUNCIL
RESOLUTION NO. 2015-306

A RESOLUTION CONFIRMING THE FISCAL YEAR 2015-16 DIAGRAM AND ASSESSMENT, AND ORDERING THE LEVY AND COLLECTION OF CHARGES WITHIN LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2 FOR DRY CREEK MEADOWS SUBDIVISIONS NOS. 7-10, CREEKWOOD MEADOWS SUBDIVISION AND YOSEMITE MEADOWS SUBDIVISION UNITS 1 & 2

WHEREAS, on June 9, 2015, the City Council, by Resolution No. 2015-189, declared its intent to levy charges or assessments for the purpose of administering the maintenance of landscaping in the public right-of-way within the street medians and adjacent to the access control walls in Dry Creek Meadows Subdivisions Nos. 7-10, Creekwood Meadows Subdivisions, and Yosemite Meadows Subdivision Units 1 and 2 under the provisions of California Streets and Highways Code Sections 22500 through 22679, more commonly known as the Landscape and Lighting Act of 1972, and

WHEREAS, the charges against the real property are not levied with regard to property values but rather by allocated cost reports prepared by the Engineer of Work, and

WHEREAS, the City of Modesto has determined and certifies that the charges are either exempt from or in compliance with all the provisions of Proposition 218, which was passed by the voters in November 1996, and

WHEREAS, the City of Modesto has further determined the charges are in compliance with all laws pertaining to the levy of such charges,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby orders the levy and collection of such charges within City of Modesto Landscape Maintenance Assessment District No. 2 for Dry Creek Meadows Subdivisions

Nos. 7-10, Creekwood Meadows Subdivisions, and Yosemite Meadows Subdivision Units 1 and 2 for Fiscal Year 2015-16, and in each subsequent fiscal year in which the charges may validly be levied.

BE IT FURTHER RESOLVED that a certified copy of this resolution and **attached** documentation shall be delivered to the Auditor-Controller of the County of Stanislaus for placement of such charges on the 2015-16 County Tax Roll, and in each subsequent fiscal year in which the charges may validly be levied.

BE IT FURTHER RESOLVED that the diagram of said assessment district and amount of levy thereon is hereby confirmed.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Modesto held on the 11th day of August, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following votes:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Lopez

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO
CALIFORNIA

City of Modesto
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT No. 2

♦DRY CREEK MEADOWS SUBDIVISIONS Nos. 7 through 10♦
♦CREEKWOOD MEADOWS SUBDIVISION♦
♦YOSEMITE MEADOWS SUBDIVISION UNITS 1 & 2♦

A Landscape Maintenance Assessment District pursuant to the Landscape and Lighting Act of 1972

ENGINEER'S ANNUAL REPORT

FISCAL YEAR
JULY 1, 2015 - JUNE 30, 2016

5-21-15

Prepared By:
Tina Rocha
Community Development Manager

Certified By:
Vickey Dion
Acting City Engineer

Accepted By Motion:
Modesto City Council

TABLE OF CONTENTS

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II.	Annual Assessment Review & Summary
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VI.	Annual Assessment List by Parcel & Property Owner

SECTION I HISTORY

On April 4, 1989, Landscape Maintenance Assessment District No. 2 ("LMAD No. 2") was formed in accordance with the Landscape and Lighting Act of 1972 (California Streets and Highway Code §22500 through §22679) ("the Act") to administer the maintenance of landscaping in the public right-of-way within the street medians and adjacent to the access control walls in Dry Creek Meadows Subdivisions Nos. 7 through 10, Creekwood Meadows Subdivision, and Yosemite Meadows Subdivision Units 1 and 2. All costs for LMAD No. 2 are funded by the annual assessments levied on each property within the district. The Act requires several courses of action on the part of City staff and City Council prior to August 10th of each year.

The Act initially requires the City Council to order, prepare, and file an Engineer's Annual Report for the City Council. This report is prepared for the purpose of detailing the plans and specifications for the maintenance of work, the estimates of costs for landscape maintenance performed by the City Contractor, utility service charges, City street tree pruning costs, City staff time to administer the maintenance contract, and additional work to be performed by the City Contractor at the request of the City.

Prompted by negative reserve balances in LMAD No. 2, staff successfully completed a Proposition 218 ballot in June 2000. This ballot added an annual cost of living increase based on the Building Cost Index ("BCI"). As a result of this ballot, the approved "inflator" adjusts each year's assessment. California Government Code §54954.6(a) and (c) requires that a notice be mailed no less than 45 days in advance of the public hearing to all property owners if costs will increase.

Upon City Council's approval of the Engineer's Annual Report, the City Council adopts a resolution declaring its intent to levy and collect assessments within LMAD No. 2 for the following fiscal year and schedules a public hearing. This public hearing and proposed resolution levying the proposed assessments is in accordance with the annual assessment procedures.

Finally, in compliance with the Act, the City Council conducts the public hearing and adopts certain resolutions in accordance with the California Streets and Highways Code §22625 through 22641. The City Clerk is required to give the Modesto Bee notice of the public hearing no less than ten (10) days prior to the scheduled hearing date. All interested persons are afforded the opportunity to be heard during the public hearing. Should there be any protests, whether written or oral, the City Council may choose to continue the hearing to a later date and/or may change any part of the Engineer's Annual Report to address the concerns of the property owner(s). The adopted resolution is then forwarded to the Auditor-Controller of the County of Stanislaus for placement of such charges on the upcoming year's County Tax Roll.

SECTION II ANNUAL ASSESSMENT REVIEW AND SUMMARY

A. PARCEL REVIEW

Total Acreage: 135.20 Acres

Total Assessed Acreage: 134.172 Acres

1. Single-Family Residential: 116.087 acres (590 Parcels)

2. Commercial: 18.085 acres (18 Parcels)

3. Publicly- Owned: 1.028 acres (2 Parcels)
   a) One (1) parcel owned by the City of Modesto (0.03 acres) which is utilized as a traffic island.
   b) One (1) parcel owned by the Empire School District (1.0 acres) which is utilized as its District Offices.

   According to the §22663 of the California Streets and Highways Code, public property owned by any public agency and in use in the performance of a public function shall not be subject to assessment.

B. ANNUAL ASSESSMENTS

Each parcel receives equal benefits from LMAD No. 2. The annual assessment levied is calculated by dividing the total cost estimate by the total number of acres.

1. The single-family residential properties are levied on a flat rate, which is calculated by dividing the total cost estimate by the number of residential acres and subsequently by the total number of residential parcels.

2. Commercial properties are levied based on actual acreage.

The annual assessment is to be adjusted annually according to the BCI for the San Francisco Bay Area (SF BCI), as reported in the Engineer News Record the first week of March. Due to the unavailability of the SF BCI for the first week of March, the second week reporting must be utilized.

The inflationary adjustment is applied when the district has minimal or negative reserves to offset the total cost estimates for the upcoming fiscal year. The increase for fiscal year 2015-2016 is 2.918839019609420% (The difference between the March 16, 2015 SF BCI, 6405.72, and the March 7, 2014 SF BCI, 6224.05, divided by the March 16, 2015 SF BCI, 6405.72).

The total annual assessment for LMAD No. 2 for Fiscal Year 2015-2016 is $20,333.57. (Fiscal Year 2014-2015 assessment $19,756.90 x 2.918839019609420%).

C. PROJECTED ANNUAL ASSESSMENT SUMMARY

1. Single-Family Residential Annual Assessment – 590 Parcels

	$20,333.57	Annual Assessment for Fiscal Year 2015-2016
÷	134.172	Total assessed acres
$	151.55	Annual assessment per acre
$	151.55	Annual assessment per Acre
x	116.087	Residential acres
$	17,592.98	Total residential annual assessment
$	17,592.98	Total residential annual assessment
÷	590	# Parcels
$	29.82	Total residential annual assessment/parcel

* *For levying purposes, the total annual assessment has been rounded to $29.82 per residential parcel for a total annual residential assessment of $17,593.80.*

2. Commercial Annual Assessment – 17 Parcels

APN	Acres	$/Acre	Fiscal Year 2015-2016 Annual Assessment
079-025-005-000	0.49	$ 151.55	$ 74.97
079-025-011-000	1.36	$ 151.55	$ 206.11
079-025-015-000	0.01	$ 151.55	$ 1.63
079-025-017-000	0.67	$ 151.55	$ 100.96
079-025-018-000	0.49	$ 151.55	$ 74.40
079-025-019-000	0.66	$ 151.55	$ 100.13
079-025-020-000	2.61	$ 151.55	$ 395.25
079-026-005-000	0.59	$ 151.55	$ 90.16
079-026-006-000	0.21	$ 151.55	$ 32.53
079-026-007-000	0.20	$ 151.55	$ 29.57
079-026-008-000	1.54	$ 151.55	$ 232.98
079-026-009-000	0.16	$ 151.55	$ 24.78
079-026-010-000	0.28	$ 151.55	$ 41.74
079-026-011-000	0.30	$ 151.55	$ 45.22
079-026-012-000	0.29	$ 151.55	$ 43.83
079-026-013-000	6.37	$ 151.55	$ 965.92
079-026-014-000	1.36	$ 151.55	$ 206.79

D. COMPARISON TO PREVIOUS FISCAL YEAR

The proposed 2015-2016 annual assessment for single-family residential parcels has increased from $28.97 to $29.82 per parcel. The proposed 2015-2016 annual assessment for commercial parcels has increased from $147.25 to $151.55 per acre.

SECTION 3 FINANCIALS – ANNUAL ASSESSMENT REVENUE & EXPENSE PROJECTIONS

LMAD No. 2 Fund 6490		Estimated FY 2014-15[1]	Proposed FY 2015-16[2]
Beginning Fund Balance		$ (1,284)	$ 46
Revenue (Cost Center 80020)			
Special Assessments		$ 10,898 [3]	$ 20,334 [4]
Interest		$ (18)	$ -
Estimated Special Assessments		*$ 7,596* [5]	
Total Revenue		$ 18,476	$ 20,334
Expenses (Cost Center 80020)	**Account**		
Operating Budget			
Postage Expenses	52025	$ -	$ -
Water Utility Expenses	53043	$ (1,081)	$ (4,200)
Repair and Maintenance Services - Landscape	53165	$ (8,523)	$ (11,306)
Professional Services	53300	$ -	$ (1,000)
Services City Forces - Interfund	54500	$ (2,949)	$ (5,749)
ISF - Mail Services - Inside	58010	$ -	$ 553
Estimated - Water Utility Expenses	*53043*	*$ (360)*	
Estimated - Repair and Maintenance Services	*53165*	*$ (2,841)*	
Estimated - Professional Services	*53300*	*$ -*	
Estimated - Services City Forces	*54500*	*$ (1,391)*	
Total Expenses		$ (17,145)	$ (21,702)
Ending Fund Balance		$ 46	$ (1,322)

[1] The estimated amount shows what has been expended as of 03 31 2015 There will be more

[2] The estimated expenditures for FY 2015 16 are based on the revenue that is currently able to b generated within LMAD No. 2.

[3] Actual revenue received for first installment of FY 2014 15 tax levy.

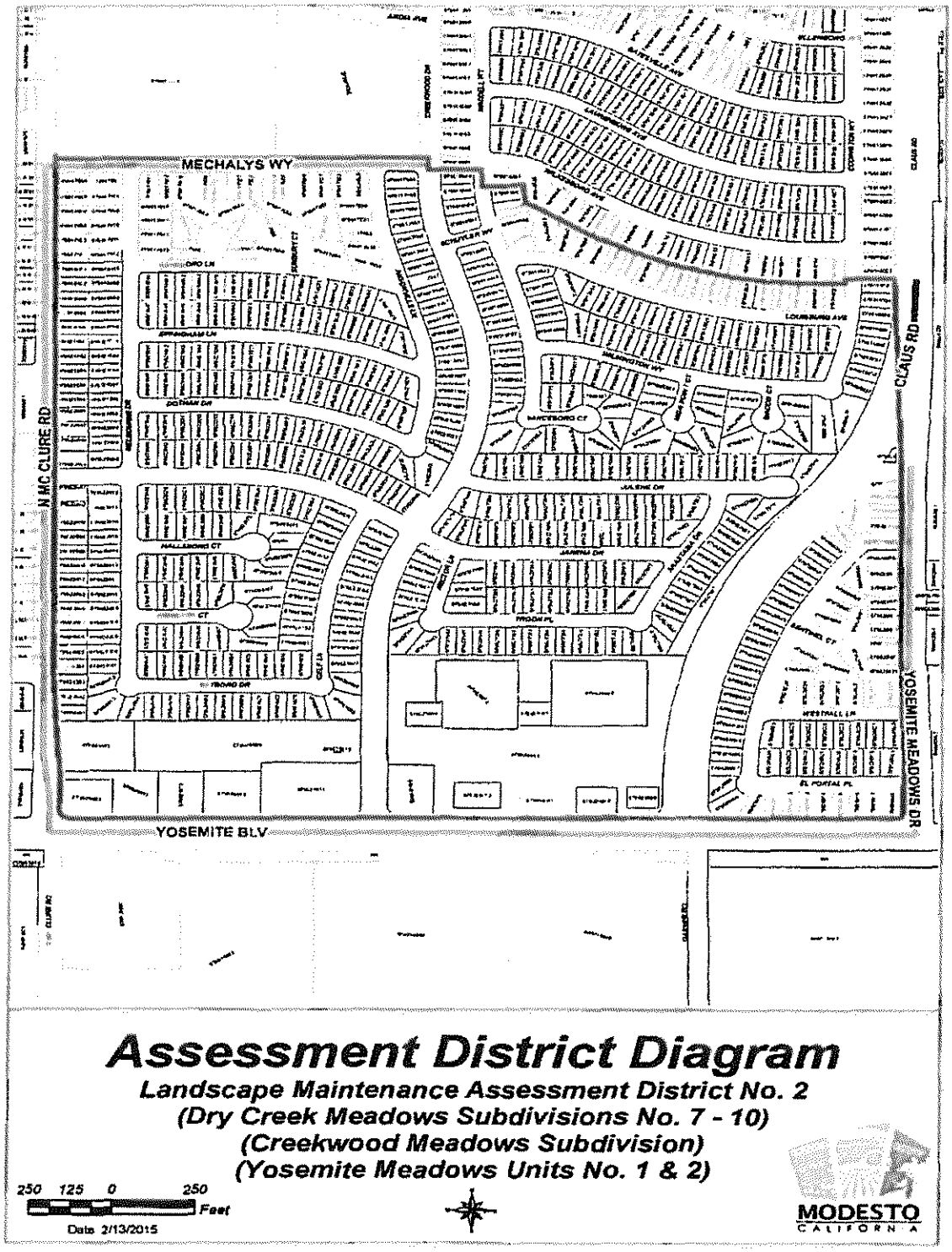
[4] Proposed levy.

[5] Estimated revenues for second installment of FY 2014 15 tax levy.

SECTION IV MAINTENANCE & PLAN SPECIFICATIONS

Plans and specifications are available for review in the Public Works Department, located at 512 Jefferson Street, Modesto, CA. For more information, contact Kelly Gallagher, Parks Operations Manager at (209) 524-2330.

SECTION V ANNUAL ASSESSMENT DISTRICT DIAGRAM



SECTION VI ANNUAL ASSESSMENT LIST BY PARCEL & OWNER

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
079-016-023-000	MARTINEZ MARIA R LEON	432 CODINGTON WAY	MODESTO CA 95357	$ 29.82
079-016-024-000	ESTRADA JOSE & ALFARO ALICIA ESTRADA	428 CODINGTON WAY	MODESTO CA 95357	$ 29.82
079-016-025-000	SWARTZ SHERYL R	424 CODINGTON WAY	MODESTO CA 95357	$ 29.82
079-016-026-000	SARHAD WILSON	3921 LOUISBURG AVE	MODESTO CA 95357	$ 29.82
079-016-027-000	TAN LIVIA O	3917 LOUISBURG AVE	MODESTO CA 95357	$ 29 82
079-016-028-000	FREDDIE MICHAEL J & FREDDIE SCARLETT M	3913 LOUISBURG AVE	MODESTO CA 95357	$ 29.82
079-016-029-000	AGUIRRE EDWARD JR & AGUIRRE ANGELICA	3909 LOUISBURG AVE	MODESTO CA 95357	$ 29.82
079-016-030-000	POPLIN VALERIE L	3905 LOUISBURG AVE	MODESTO CA 95357	$ 29.82
079-016-031-000	JACKSON TOMMIE JR & JACKSON CHARLOTTE B	3901 LOUISBURG AVE	MODESTO CA 95357	$ 29.82
079-016-032-000	VILLALOBOS ANGEL SERGIO ET AL	3825 LOUISBURG AVE	MODESTO CA 95357	$ 29.82
079-016-033-000	OBERLANDER MARK ET AL	3821 LOUISBURG AVE	MODESTO CA 95357	$ 29 82
079-016-034-000	LOPEZ ARNULFO & ANA M	3817 LOUISBURG AVE	MODESTO CA 95357	$ 29 82
079-016-035-000	POOLE ROLAND J & POOLE CHERYL S	3813 LOUISBURG AVE	MODESTO CA 95357	$ 29.82
079-016-036-000	CHAND VINAL ET AL	3809 LOUISBURG AVE	MODESTO CA 95357	$ 29.82
079-016-037-000	ARNOLD JASON DEAN	3805 LOUISBURG AVE	MODESTO CA 95357	$ 29.82
079-016-038-000	FEDERAL NATL MORTGAGE ASSOC	3801 LOUISBURG AVE	MODESTO CA 95357	$ 29.82
079-016-039-000	CAMPIOTTI EDWARD L & CAMPIOTTI DIANA L	3721 LOUISBURG AVE	MODESTO CA 95357	$ 29.82
079-016-040-000	VAN DEELEN DARCY J	3717 LOUISBURG AVE	MODESTO CA 95357	$ 29 82
079-016-041-000	CHEN RAY CHONG	3713 LOUISBURG AVE	MODESTO CA 95357	$ 29.82
079-016-042-000	GONCHAR RONALD S	3709 LOUISBURG AVE	MODESTO CA 95357	$ 29.82
079-016-043-000	JOST DAVID L & LYNDA J	3705 LOUISBURG AVE	MODESTO CA 95357	$ 29.82
079-016-044-000	CHAND VIJAY ET AL	424 WADDELL WAY	MODESTO CA 95357	$ 29.82
079-016-045-000	SMITH OLIVER	428 WADDELL WAY	MODESTO CA 95357	$ 29.82
079-016-046-000	JOHNSON GHARETT W ET AL	432 WADDELL WAY	MODESTO CA 95357	$ 29 82
079-016-047-000	SARMIENTO JORGE ET AL	436 WADDELL WAY	MODESTO CA 95357	$ 29 82
079-016-048-000	SALEH JOSHUA	445 WADDELL WAY	MODESTO CA 95357	$ 29.82
079-016-049-000	MARTINEZ SHIRLEY F	441 WADDELL WAY	MODESTO CA 95357	$ 29.82
079-016-050-000	PUJUDO OLGA A	437 WADDELL WAY	MODESTO CA 95357	$ 29.82
079-016-051-000	SUAREZ FRANCISCO J ET AL	433 WADDELL WAY	MODESTO CA 95357	$ 29 82
079-017-001-000	MEN CHHADAVY TR	428 N MC CLURE RD	MODESTO CA 95357	$ 29 82
079-017-002-000	SANCHEZ YOVANIA M OCHOA	432 N MC CLURE RD	MODESTO CA 95357	$ 29 82
079-017-003-000	DALL-ANGELO DONALD C	436 N MC CLURE RD	MODESTO CA 95357	$ 29.82
079-017-004-000	KHOSHABA TERESA I TR	440 N MC CLURE RD	MODESTO CA 95357	$ 29.82
079-017-005-000	MONACO DONALD F & GLORIA E TRS	444 N MC CLURE RD	MODESTO CA 95357	$ 29.82
079-017-006-000	ANDRADE JOSE C & ANDRADE MARIA N	448 N MC CLURE RD	MODESTO CA 95357	$ 29.82
079-017-007-000	DILLON DEBRA L	441 MELBOURNE DR	MODESTO CA 95357	$ 29 82
079-017-008-000	CRAWFORD EDWARD A & CRAWFORD SUSAN E	437 MELBOURNE DR	MODESTO CA 95357	$ 29 82
079-017-009-000	YOUNG MICHAEL E & YOUNG DOROTHULA M	433 MELBOURNE DR	MODESTO CA 95357	$ 29 82
079-017-010-000	DI GINO DOROTHY S	429 MELBOURNE DR	MODESTO CA 95357	$ 29.82
079-017-011-000	DE LEON MELAINE R	425 MELBOURNE DR	MODESTO CA 95357	$ 29.82
079-017-012-000	HARDMAN SHAWN & HOWELLS SHELLEY	421 MELBOURNE DR	MODESTO CA 95357	$ 29.82
079-017-013-000	CAMARENA JESUS JR & CAMARENA ESTHER	420 MELBOURNE DR	MODESTO CA 95357	$ 29.82
079-017-014-000	JUAREZ GERARDO RAMIREZ ET AL	424 MELBOURNE DR	MODESTO CA 95357	$ 29 82
079-017-015-000	CHAN CORINA	428 MELBOURNE DR	MODESTO CA 95357	$ 29 82
079-017-016-000	BERLIN GARY R JR & CHRISTIE	432 MELBOURNE DR	MODESTO CA 95357	$ 29.82

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
079-017-017-000	VALDEZ ARTHUR DAVID TRS & VALDEZ ANGELINE	3512 MECHALYS WAY	MODESTO CA 95357	$ 29 82
079-017-018-000	FIVE TEN CALIFORNIA III LLC	3516 MECHALYS WAY	MODESTO CA 95357	$ 29 82
079-017-019-000	SOLORZA JUAN M LOPEZ & LOPEZ BRENDA C TRS	3520 MECHALYS WAY	MODESTO CA 95357	$ 29.82
079-017-020-000	XAVIER BURT & XAVIER CATHY	3524 MECHALYS WAY	MODESTO CA 95357	$ 29.82
079-017-021-000	CAMARENA CLAUDIA DIAZ ET AL	3528 MECHALYS WAY	MODESTO CA 95357	$ 29.82
079-017-022-000	SHERGILL SUKHVIR S & GURBAX K	3532 MECHALYS WAY	MODESTO CA 95357	$ 29.82
079-017-023-000	HOLDER SHERRI L & CLARK R	3600 MECHALYS WAY	MODESTO CA 95357	$ 29.82
079-017-024-000	KEYS SANDY M	3604 MECHALYS WAY	MODESTO CA 95357	$ 29 82
079-017-025-000	YOUNAN GILBERT & YOUNAN IMAN	3608 MECHALYS WAY	MODESTO CA 95357	$ 29.82
079-017-026-000	NAMMACHANTHY KERX ET AL	3612 MECHALYS WAY	MODESTO CA 95357	$ 29.82
079-017-027-000	OROZCO LEOBARDO & OROZCO YESSENIA	3616 MECHALYS WAY	MODESTO CA 95357	$ 29.82
079-017-028-000	PHAM HOANG KIM	3620 MECHALYS WAY	MODESTO CA 95357	$ 29.82
079-017-029-000	JACKSON DAVE P & JACKSON MARIA	3624 MECHALYS WAY	MODESTO CA 95357	$ 29.82
079-017-030-000	GRANTHAM LINDA	449 ANSONVILLE LN	MODESTO CA 95357	$ 29.82
079-017-031-000	WILMINGTON SAVINGS FUND SOCIETY TR	445 ANSONVILLE LN	MODESTO CA 95357	$ 29 82
079-017-032-000	BLAIR JOHNNY B ET AL	441 ANSONVILLE LN	MODESTO CA 95357	$ 29.82
079-017-033-000	FRICK WADE L	437 ANSONVILLE LN	MODESTO CA 95357	$ 29.82
079-017-034-000	YANG TENG	3613 ASHEBORO LN	MODESTO CA 95357	$ 29.82
079-017-035-000	WILLIAMS JEFFREY & LAURA L	420 SUNBURY CT	MODESTO CA 95357	$ 29.82
079-017-036-000	PALLAN LUCAS	424 SUNBURY CT	MODESTO CA 95357	$ 29.82
079-017-037-000	COOK ERIC A & JULIE A	428 SUNBURY CT	MODESTO CA 95357	$ 29.82
079-017-038-000	BROWN ELIZABETH	429 SUNBURY CT	MODESTO CA 95357	$ 29 82
079-017-039-000	GIRON MICHAEL ANTHONY	425 SUNBURY CT	MODESTO CA 95357	$ 29 82
079-017-040-000	HAMILTON JASON	3541 ASHEBORO LN	MODESTO CA 95357	$ 29.82
079-017-041-000	HAMILTON STEVEN D & HAMILTON BRIGITTE	3533 ASHEBORO LN	MODESTO CA 95357	$ 29.82
079-017-042-000	TOUMA EMMANUEL & TOUMA SHOSHAN	424 BEUFORT CT	MODESTO CA 95357	$ 29.82
079-017-043-000	SEMONE JEREMY D & KIMBERLY	428 BEUFORT CT	MODESTO CA 95357	$ 29.82
079-017-044-000	ROCHA JUAN C & SAN JUANA	429 BEUFORT CT	MODESTO CA 95357	$ 29.82
079-017-045-000	SMITH JOAN MADELINE TR	425 BEUFORT CT	MODESTO CA 95357	$ 29 82
079-017-046-000	ARMSTRONG JASON R & JENNIFER L	3521 ASHEBORO LN	MODESTO CA 95357	$ 29.82
079-017-047-000	CARREIRO BRUCE R & CARREIRO EDYTHE	424 ANSONVILLE LN	MODESTO CA 95357	$ 29.82
079-017-048-000	MIRANDA OSCAR	428 ANSONVILLE LN	MODESTO CA 95357	$ 29.82
079-017-049-000	SINGH BALIHAR	432 ANSONVILLE LN	MODESTO CA 95357	$ 29.82
079-017-050-000	NGUYEN KHANH NGOC	436 ANSONVILLE LN	MODESTO CA 95357	$ 29.82
079-017-051-000	GUTIERREZ MIKE G ET AL	440 ANSONVILLE LN	MODESTO CA 95357	$ 29.82
079-017-052-000	RUIZ MIGUEL A	444 ANSONVILLE LN	MODESTO CA 95357	$ 29 82
079-017-053-000	VALENCIA MARIA	448 ANSONVILLE LN	MODESTO CA 95357	$ 29.82
079-017-054-000	PAL SALILA TR	452 ANSONVILLE LN	MODESTO CA 95357	$ 29.82
079-018-001-000	PALMERIN LUCIO C & LIDIA	424 N MC CLURE RD	MODESTO CA 95357	$ 29.82
079-018-002-000	PEREZ FERNANDO H & VILLARRUEL MARIA ALEJANDRA	420 N MC CLURE RD	MODESTO CA 95357	$ 29.82
079-018-003-000	WONG FAT SHING & WONG LINDA T	416 N MC CLURE RD	MODESTO CA 95357	$ 29.82
079-018-004-000	AU-YEUNG WAI & AU-YEUNG AMELA	412 N MC CLURE RD	MODESTO CA 95357	$ 29.82
079-018-005-000	AU-YEUNG PIK KWAN	408 N MC CLURE RD	MODESTO CA 95357	$ 29.82
079-018-006-000	KOKOLOGIANNAKIS NICK	401 MELBOURNE DR	MODESTO CA 95357	$ 29 82
079-018-007-000	BARDONNER STEVEN E	405 MELBOURNE DR	MODESTO CA 95357	$ 29 82
079-018-008-000	LOPEZ IVAN A	409 MELBOURNE DR	MODESTO CA 95357	$ 29.82
079-018-009-000	JACOB DIGOL B & ALGANTINA M	413 MELBOURNE DR	MODESTO CA 95357	$ 29.82

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
079-018-010-000	SUAREZ-MILLAN THANIA A	417 MELBOURNE DR	MODESTO CA 95357	$ 29 82
079-018-011-000	DEHKORDI ROYA K & NIAKAN SIROOS	3512 ASHEBORO LN	MODESTO CA 95357	$ 29 82
079-018-012-000	STEVENS JAKE L & STEVENS GAIL M	3516 ASHEBORO LN	MODESTO CA 95357	$ 29.82
079-018-013-000	AZIZI ROBERT	3520 ASHEBORO LN	MODESTO CA 95357	$ 29.82
079-018-014-000	MARTIN NORMAN R SR & LOUISE A	3524 ASHEBORO LN	MODESTO CA 95357	$ 29.82
079-018-015-000	SMITH MILLER VELTRENA	3528 ASHEBORO LN	MODESTO CA 95357	$ 29 82
079-018-016-000	TAYLOR RICHARD N & JILL B	3532 ASHEBORO LN	MODESTO CA 95357	$ 29 82
079-018-017-000	CUMMINGS ANNIE	3536 ASHEBORO LN	MODESTO CA 95357	$ 29.82
079-018-018-000	LA CROSS NANCY R	3540 ASHEBORO LN	MODESTO CA 95357	$ 29.82
079-018-019-000	ATTA DAVID Z	3544 ASHEBORO LN	MODESTO CA 95357	$ 29.82
079-018-020-000	GOMEZ ALICIA TR	3600 ASHEBORO LN	MODESTO CA 95357	$ 29.82
079-018-021-000	REO CAPITAL INVESTMENTS & ASSET MANAGEMENT	3604 ASHEBORO LN	MODESTO CA 95357	$ 29 82
079-018-022-000	MURCH PAUL WILLIAM & JENNIFER LYNN	3608 ASHEBORO LN	MODESTO CA 95357	$ 29 82
079-018-023-000	WENGER DEBORAH J & WENGER DAVID C	3612 ASHEBORO LN	MODESTO CA 95357	$ 29.82
079-018-024-000	MADAYAG CATANA TR	3616 ASHEBORO LN	MODESTO CA 95357	$ 29.82
079-018-025-000	PLAUGHER PRESTON SCOTT ET AL	3620 ASHEBORO LN	MODESTO CA 95357	$ 29.82
079-018-026-000	CHILDRESS JANET	420 ANSONVILLE LN	MODESTO CA 95357	$ 29.82
079-018-027-000	KEM SOKHOM & VANTHA TRS	416 ANSONVILLE LN	MODESTO CA 95357	$ 29.82
079-018-028-000	ROMASANTA CHRISTINE M ET AL	412 ANSONVILLE LN	MODESTO CA 95357	$ 29.82
079-018-029-000	COODEY BILLY D ET AL TRS	408 ANSONVILLE LN	MODESTO CA 95357	$ 29.82
079-018-030-000	PIERCE CHARLES L & PIERCE VALERIE A	404 ANSONVILLE LN	MODESTO CA 95357	$ 29.82
079-018-031-000	PANG SUN KIM & LIEV MENG HU TRS	400 ANSONVILLE LN	MODESTO CA 95357	$ 29.82
079-018-032-000	MC MILLAN J HELIA TR	409 ANSONVILLE LN	MODESTO CA 95357	$ 29.82
079-018-033-000	GOODWIN BEVERLY	3629 EFFINGHAM LN	MODESTO CA 95357	$ 29.82
079-018-034-000	STECKMAN CHRIS D & STECKMAN SHARON A	3625 EFFINGHAM LN	MODESTO CA 95357	$ 29 82
079-018-035-000	NICHOLS KATHRYN M	3621 EFFINGHAM LN	MODESTO CA 95357	$ 29.82
079-018-036-000	MARSHALL LAURA A & TREVOR	3617 EFFINGHAM LN	MODESTO CA 95357	$ 29.82
079-018-037-000	ROLICHECK BELINDA	3613 EFFINGHAM LN	MODESTO CA 95357	$ 29.82
079-018-038-000	BRITT SCOTT ALAN	3609 EFFINGHAM LN	MODESTO CA 95357	$ 29.82
079-018-039-000	MALIK MOHAMMAD ZAHOOR & NUSRAT NASIM TRS	3605 EFFINGHAM LN	MODESTO CA 95357	$ 29 82
079-018-040-000	DEHKORDI ROYA K & NIAKAN SIROOS	3601 EFFINGHAM LN	MODESTO CA 95357	$ 29 82
079-018-041-000	EDENS JOHN L & CARYN E	3537 EFFINGHAM LN	MODESTO CA 95357	$ 29.82
079-018-042-000	CAMPBELL KIMBERLY	3533 EFFINGHAM LN	MODESTO CA 95357	$ 29.82
079-018-043-000	TORRES GINGER L	3529 EFFINGHAM LN	MODESTO CA 95357	$ 29.82
079-018-044-000	PEREZ ABEL CUEVAS & CANO KLEDY	3525 EFFINGHAM LN	MODESTO CA 95357	$ 29.82
079-018-045-000	PLACINTAR MARINELA	3521 EFFINGHAM LN	MODESTO CA 95357	$ 29 82
079-018-046-000	CASTILLO ISMAEL ET AL	3517 EFFINGHAM LN	MODESTO CA 95357	$ 29 82
079-018-047-000	FAVILA HORTENCIA Y	3513 EFFINGHAM LN	MODESTO CA 95357	$ 29.82
079-019-001-000	ROMERO ALEJANDRO & ROMERO ALICIA B	425 WADDELL WAY	MODESTO CA 95357	$ 29.82
079-019-002-000	SOUZA ROBERT D & SAMANTHA D	421 WADDELL WAY	MODESTO CA 95357	$ 29.82
079-019-003-000	REISDORFF HELEN	417 WADDELL WAY	MODESTO CA 95357	$ 29.82
079-019-004-000	PEREZ WILLIAM MEZQUITA ET AL	413 WADDELL WAY	MODESTO CA 95357	$ 29.82
079-019-005-000	COFFEY STEVE R & COFFEY ANNE LEE	409 WADDELL WAY	MODESTO CA 95357	$ 29 82
079-019-006-000	GALLO JOSE & GALLO ROSALIA	405 WADDELL WAY	MODESTO CA 95357	$ 29.82
079-019-007-000	YAU KING PO ET AL	401 WADDELL WAY	MODESTO CA 95357	$ 29.82
079-019-008-000	SINGH GURLAL	400 WADDELL WAY	MODESTO CA 95357	$ 29.82
079-019-009-000	CARRASCO GONZALO C & CARRASCO TERESA V	404 WADDELL WAY	MODESTO CA 95357	$ 29.82

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
079-019-010-000	BEAR DAVID	408 WADDELL WAY	MODESTO CA 95357	$ 29.82
079-019-011-000	LOPEZ MARGARITA	412 WADDELL WAY	MODESTO CA 95357	$ 29.82
079-019-012-000	MORALES RODOLFO ET AL	416 WADDELL WAY	MODESTO CA 95357	$ 29.82
079-019-013-000	CASTELLO RICHARD M	3712 LOUISBURG AVE	MODESTO CA 95357	$ 29.82
079-019-014-000	PRASAD HAROLD ROTESH ET AL	3716 LOUISBURG AVE	MODESTO CA 95357	$ 29.82
079-019-015-000	LAMBERT STEVEN T & RENATA W	3720 LOUISBURG AVE	MODESTO CA 95357	$ 29.82
079-019-016-000	HIDALGO CESAR & JENNIFER	3800 LOUISBURG AVE	MODESTO CA 95357	$ 29.82
079-019-017-000	GRUENHAGEN ASHLEY N ET AL	3804 LOUISBURG AVE	MODESTO CA 95357	$ 29.82
079-019-018-000	GALVAN SALVADOR R	3808 LOUISBURG AVE	MODESTO CA 95357	$ 29.82
079-019-019-000	ENGLEMAN ALEXANDER C ET AL TRS	3812 LOUISBURG AVE	MODESTO CA 95357	$ 29.82
079-019-020-000	ZARAGOSA ZACK MARTIN & ZARAGOSA ELIZABETH ANN	3816 LOUISBURG AVE	MODESTO CA 95357	$ 29.82
079-019-021-000	KIMBROUGH BRUCE & JOANNE M TRS	3820 LOUISBURG AVE	MODESTO CA 95357	$ 29.82
079-019-022-000	MICO RICARDO G & MARIA REGINA L	3824 LOUISBURG AVE	MODESTO CA 95357	$ 29.82
079-019-023-000	RAMIREZ STANLEY D ET AL	3900 LOUISBURG AVE	MODESTO CA 95357	$ 29.82
079-019-024-000	LOUCKS DAVID GEORGE & JOSEFA M TRS	3904 LOUISBURG AVE	MODESTO CA 95357	$ 29.82
079-019-025-000	SENGSOURITH PENG & INTHAVONG CHANPHENG	3908 LOUISBURG AVE	MODESTO CA 95357	$ 29.82
079-019-026-000	DHIR SUNIL	3912 LOUISBURG AVE	MODESTO CA 95357	$ 29.82
079-019-027-000	NAVARRO NAPOLEON & NAVARRO MARIA CHERYL	3916 LOUISBURG AVE	MODESTO CA 95357	$ 29.82
079-019-028-000	WALKER KINDRA K & MC COY BRUCE	3920 LOUISBURG AVE	MODESTO CA 95357	$ 29.82
079-019-029-000	TRAWICK VERNON R & CLAUDETTE	420 CODINGTON WAY	MODESTO CA 95357	$ 29.82
079-019-030-000	LA PLACA SONDRA ET AL	416 CODINGTON WAY	MODESTO CA 95357	$ 29.82
079-019-031-000	GALVAN DIEGO	412 CODINGTON WAY	MODESTO CA 95357	$ 29.82
079-019-032-000	TERESI GUIDO P TR	408 CODINGTON WAY	MODESTO CA 95357	$ 29.82
079-019-033-000	NAVARRO FERNANDO T & ANGELINA FLORES	3909 WILMINGTON WAY	MODESTO CA 95357	$ 29.82
079-019-034-000	OSHANA ASNAT	3905 WILMINGTON WAY	MODESTO CA 95357	$ 29.82
079-019-035-000	ALVIZO LETICIA	3901 WILMINGTON WAY	MODESTO CA 95357	$ 29.82
079-019-036-000	PHANOUVONG ALEXANDER	3817 WILMINGTON WAY	MODESTO CA 95357	$ 29.82
079-019-037-000	GRIFFITH JACK E & GRIFFITH MELINDA D	3813 WILMINGTON WAY	MODESTO CA 95357	$ 29.82
079-019-038-000	LEMUS MOISES & SANCHEZ CELIA	3809 WILMINGTON WAY	MODESTO CA 95357	$ 29.82
079-019-039-000	KARRAS CHRISTINA CATHLEEN	3805 WILMINGTON WAY	MODESTO CA 95357	$ 29.82
079-019-040-000	APPLEBY DOMINIC M & CANDI C	3801 WILMINGTON WAY	MODESTO CA 95357	$ 29.82
079-019-041-000	RODRIGUES SILVINO J ET AL	3729 WILMINGTON WAY	MODESTO CA 95357	$ 29.82
079-019-042-000	WILLIAMS MICHAEL & SARIAH	3725 WILMINGTON WAY	MODESTO CA 95357	$ 29.82
079-019-043-000	LEFEVRE PETER A TR	3721 WILMINGTON WAY	MODESTO CA 95357	$ 29.82
079-019-044-000	RUTSCHOW JOAN A TR	3717 WILMINGTON WAY	MODESTO CA 95357	$ 29.82
079-019-045-000	URIBE IRENE	3713 WILMINGTON WAY	MODESTO CA 95357	$ 29.82
079-019-046-000	ENRIQUEZ JOHANNA	3709 WILMINGTON WAY	MODESTO CA 95357	$ 29.82
079-019-047-000	FICHTENHOLZ ZINOVY TR ET AL	3705 WILMINGTON WAY	MODESTO CA 95357	$ 29.82
079-020-001-000	GONZALES GABRIEL D & GONZALES SHARON	341 WADDELL WAY	MODESTO CA 95357	$ 29.82
079-020-002-000	PRASAD KAMLEEH & PRAVIN LATA	337 WADDELL WAY	MODESTO CA 95357	$ 29.82
079-020-003-000	MORONES MICHAEL G	333 WADDELL WAY	MODESTO CA 95357	$ 29.82
079-020-004-000	OVERWEG DAVID A & CATHIE M TRS	329 WADDELL WAY	MODESTO CA 95357	$ 29.82
079-020-005-000	MCE VENTURES LLC	325 WADDELL WAY	MODESTO CA 95357	$ 29.82
079-020-006-000	RODRIGUEZ RUBEN G & RODRIGUEZ ROSEMARY	321 WADDELL WAY	MODESTO CA 95357	$ 29.82
079-020-007-000	MONSON STEPHEN	3700 VANCEBORO CT	MODESTO CA 95357	$ 29.82
079-020-008-000	JOHNSON JAYNE MARIE & LEONARD TEED	3704 VANCEBORO CT	MODESTO CA 95357	$ 29.82
079-020-009-000	BETTENCORT JOHN C TRS ET AL	3708 VANCEBORO CT	MODESTO CA 95357	$ 29.82

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
079-020-010-000	HULA DAVID W & REBECCA J	3712 VANCEBORO CT	MODESTO CA 95357	$ 29.82
079-020-011-000	RUIZ NEMORIO & LIDUVINA	3716 VANCEBORO CT	MODESTO CA 95357	$ 29.82
079-020-012-000	THORNTON LAWRENCE R & JUDITH A	3717 VANCEBORO CT	MODESTO CA 95357	$ 29 82
079-020-013-000	LEFEVRE PETER A TR	3713 VANCEBORO CT	MODESTO CA 95357	$ 29.82
079-020-014-000	KIM EDDIE & KI HYUN	3709 VANCEBORO CT	MODESTO CA 95357	$ 29.82
079-020-015-000	MORI HOWARD & MORI KELLI B	3705 VANCEBORO CT	MODESTO CA 95357	$ 29.82
079-020-016-000	BRAVO GONZALO & MARIA	3700 WILMINGTON WAY	MODESTO CA 95357	$ 29.82
079-020-017-000	ORTIZ LUCILA MORALES	3704 WILMINGTON WAY	MODESTO CA 95357	$ 29.82
079-020-018-000	HORSTMAN DAVID	3708 WILMINGTON WAY	MODESTO CA 95357	$ 29 82
079-020-019-000	EGBIKUADJE JOHN N & EGBIKUADJE LUCKY E	3712 WILMINGTON WAY	MODESTO CA 95357	$ 29 82
079-020-020-000	CHAND PREM & CHAND BINDRA MATI	3716 WILMINGTON WAY	MODESTO CA 95357	$ 29 82
079-020-021-000	CHAN NORMAN NOM & YEH SHERRY HSIN-JU TRS	329 HIGH POINT CT	MODESTO CA 95357	$ 29.82
079-020-022-000	GARCIA JOSE H & MARTHA J	325 HIGH POINT CT	MODESTO CA 95357	$ 29.82
079-020-023-000	VAN TREASE ROBERT & VAN TREASE PATRICIA K	321 HIGH POINT CT	MODESTO CA 95357	$ 29.82
079-020-024-000	SCOTT JOSHUA THOMAS	317 HIGH POINT CT	MODESTO CA 95357	$ 29.82
079-020-025-000	MARKS STEVEN R	316 HIGH POINT CT	MODESTO CA 95357	$ 29 82
079-020-026-000	RAMOS AARON M JR	320 HIGH POINT CT	MODESTO CA 95357	$ 29 82
079-020-027-000	JOHNSON ERMA	324 HIGH POINT CT	MODESTO CA 95357	$ 29.82
079-020-028-000	ROJAS LUCAS G & LISA	328 HIGH POINT CT	MODESTO CA 95357	$ 29.82
079-020-029-000	TERESI GUIDO PETER TR	329 MACON CT	MODESTO CA 95357	$ 29.82
079-020-030-000	MATHMANY BOUNETEU	325 MACON CT	MODESTO CA 95357	$ 29.82
079-020-031-000	RAMIREZ MOISES & ROSINA	321 MACON CT	MODESTO CA 95357	$ 29.82
079-020-032-000	GIRARD THOMAS F & GIRARD CATRINA	320 MACON CT	MODESTO CA 95357	$ 29.82
079-020-033-000	ESCAMILLA AUGUSTIN JR & ESCAMILLA LISA A	324 MACON CT	MODESTO CA 95357	$ 29 82
079-020-034-000	MALLILLIN TERESITA M	328 MACON CT	MODESTO CA 95357	$ 29 82
079-020-035-000	IBARRA LOUIE JR & IBARRA KRISTY	3908 WILMINGTON WAY	MODESTO CA 95357	$ 29.82
079-020-036-000	CORTEZ JOSE DE JESUS & HIDALGO ESMERALDA	400 CODINGTON WAY	MODESTO CA 95357	$ 29.82
079-020-037-000	CASTELLANOS RIGOBERTO & MARIA	404 CODINGTON WAY	MODESTO CA 95357	$ 29.82
079-021-001-000	MELIUS AARON M	404 N MC CLURE RD	MODESTO CA 95357	$ 29.82
079-021-002-000	SINGH KRISHAN	400 N MC CLURE RD	MODESTO CA 95357	$ 29 82
079-021-003-000	MORALES VANESSA & BENJAMIN R	328 N MC CLURE RD	MODESTO CA 95357	$ 29 82
079-021-004-000	GREEN JIM	324 N MC CLURE RD	MODESTO CA 95357	$ 29 82
079-021-005-000	KEM SOKHOM	320 N MC CLURE RD	MODESTO CA 95357	$ 29.82
079-021-006-000	DE HART ERIC A & CHANTENE M	317 MELBOURNE DR	MODESTO CA 95357	$ 29.82
079-021-007-000	TACKETT MICHAEL DEON & GWENDOLYN SUE TRS	321 MELBOURNE DR	MODESTO CA 95357	$ 29.82
079-021-008-000	LIANG JIN & CEN CHUNYAN	325 MELBOURNE DR	MODESTO CA 95357	$ 29.82
079-021-009-000	EBERT MONICA	329 MELBOURNE DR	MODESTO CA 95357	$ 29 82
079-021-010-000	YAU KING PO ET AL	333 MELBOURNE DR	MODESTO CA 95357	$ 29 82
079-021-011-000	COTTRELL STEPHEN M	3512 EFFINGHAM LN	MODESTO CA 95357	$ 29 82
079-021-012-000	GONZALES JOHN V & JEANETTE D	3516 EFFINGHAM LN	MODESTO CA 95357	$ 29.82
079-021-013-000	ROYSDON JASON J & ANGELA D	3520 EFFINGHAM LN	MODESTO CA 95357	$ 29.82
079-021-014-000	MCGILL RICKEY	3524 EFFINGHAM LN	MODESTO CA 95357	$ 29.82
079-021-015-000	PRASAD JAG & LITIA	3528 EFFINGHAM LN	MODESTO CA 95357	$ 29.82
079-021-016-000	BECERRA JACINTO & BECERRA MARIA	3532 EFFINGHAM LN	MODESTO CA 95357	$ 29 82
079-021-017-000	LEE VICTOR & YUNG HSIEN	3536 EFFINGHAM LN	MODESTO CA 95357	$ 29 82
079-021-018-000	BOUATHONG BOUNPHENG & KHAMKEO	3600 EFFINGHAM LN	MODESTO CA 95357	$ 29 82
079-021-019-000	CASTRO JESUS R & CASTRO ESTHER M	3604 EFFINGHAM LN	MODESTO CA 95357	$ 29.82

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
079-021-020-000	HERNANDEZ ROBERTO & CARMEN C	3608 EFFINGHAM LN	MODESTO CA 95357	$ 29.82
079-021-021-000	JALLOH MAMADU	3612 EFFINGHAM LN	MODESTO CA 95357	$ 29.82
079-021-022-000	FOUNTAIN DEBORAH A TR	3616 EFFINGHAM LN	MODESTO CA 95357	$ 29.82
079-021-023-000	YOUNG MALVIN JAMES JR & LINDA	3620 EFFINGHAM LN	MODESTO CA 95357	$ 29 82
079-021-024-000	DAVIS BASIL	3624 EFFINGHAM LN	MODESTO CA 95357	$ 29 82
079-021-025-000	TONTY TERRY L & ROSENTHAL MARK A	3628 EFFINGHAM LN	MODESTO CA 95357	$ 29 82
079-021-026-000	WILLIAMS RENEE E	3632 EFFINGHAM LN	MODESTO CA 95357	$ 29 82
079-021-027-000	GOMEZ ALICIA TR	336 ANSONVILLE LN	MODESTO CA 95357	$ 29.82
079-021-028-000	GARCIA LUIZ JOE SR & LUPE ANN TRS	332 ANSONVILLE LN	MODESTO CA 95357	$ 29.82
079-021-029-000	HARRIS SHAUN N	328 ANSONVILLE LN	MODESTO CA 95357	$ 29.82
079-021-030-000	TOWNLEY PERRY & BRENDA	324 ANSONVILLE LN	MODESTO CA 95357	$ 29.82
079-021-031-000	MILLER JOSEPH R ET AL	320 ANSONVILLE LN	MODESTO CA 95357	$ 29 82
079-021-032-000	RVH CAPITAL LLC	3633 DOTHAN DR	MODESTO CA 95357	$ 29 82
079-021-033-000	OENDULK CHRISTOPHER B & JENIECE N	3629 DOTHAN DR	MODESTO CA 95357	$ 29.82
079-021-034-000	COULIBALY LLC	3625 DOTHAN DR	MODESTO CA 95357	$ 29.82
079-021-035-000	MORRELL ERNEST DAVIS & MORRELL KATHERINE YVONNE	3621 DOTHAN DR	MODESTO CA 95357	$ 29.82
079-021-036-000	LYTEL-STARKS THOMAS	3617 DOTHAN DR	MODESTO CA 95357	$ 29.82
079-021-037-000	LIM SOKHEANG	3613 DOTHAN DR	MODESTO CA 95357	$ 29.82
079-021-038-000	BEE TAO-CHING & BEE SUE CHEN	3609 DOTHAN DR	MODESTO CA 95357	$ 29.82
079-021-039-000	MANGAL SHIU PRASAD ET AL	3605 DOTHAN DR	MODESTO CA 95357	$ 29 82
079-021-040-000	HARLESS KEVIN	3601 DOTHAN DR	MODESTO CA 95357	$ 29.82
079-021-041-000	WILLIAMS ROGER K & LOUISE G TRS	3537 DOTHAN DR	MODESTO CA 95357	$ 29.82
079-021-042-000	OLIVAREZ ARNOLD & OLIVAREZ DARLENE	3533 DOTHAN DR	MODESTO CA 95357	$ 29.82
079-021-043-000	MUSE MARTIN D & OWENS OLIVIA	3529 DOTHAN DR	MODESTO CA 95357	$ 29.82
079-021-044-000	CAPPS FRANKLIN J & SUSANN J TRS	3525 DOTHAN DR	MODESTO CA 95357	$ 29 82
079-021-045-000	PARRA CARLA	3521 DOTHAN DR	MODESTO CA 95357	$ 29 82
079-021-046-000	AHLSTRAND GARY J SR & PAMELA M TRS	3517 DOTHAN DR	MODESTO CA 95357	$ 29 82
079-021-047-000	AHLSTRAND GARY J SR & PAMELA M TRS	3513 DOTHAN DR	MODESTO CA 95357	$ 29 82
079-022-001-000	KUWAMOTO RANDY Y	316 N MC CLURE RD	MODESTO CA 95357	$ 29.82
079-022-002-000	MEDEIROS DOROTHY JEANNINE TR	312 N MC CLURE RD	MODESTO CA 95357	$ 29.82
079-022-003-000	SINGH KRISHAN & KAUR RANJIT	308 N MC CLURE RD	MODESTO CA 95357	$ 29.82
079-022-004-000	ARTEAGA RAUL A ET AL	304 N MC CLURE RD	MODESTO CA 95357	$ 29.82
079-022-005-000	MARTIN RONALD L & MARTIN FAITH A	301 MELBOURNE DR	MODESTO CA 95357	$ 29 82
079-022-006-000	ARROYO MARGARITA	305 MELBOURNE DR	MODESTO CA 95357	$ 29 82
079-022-007-000	RADLOFF HAROLD TRS & RADLOFF M KATHLEEN	309 MELBOURNE DR	MODESTO CA 95357	$ 29.82
079-022-008-000	CRANE CHARLIE	313 MELBOURNE DR	MODESTO CA 95357	$ 29.82
079-022-009-000	LOBAUGH DUANE	3512 DOTHAN DR	MODESTO CA 95357	$ 29.82
079-022-010-000	TORRES ALFREDO & RAQUEL	3516 DOTHAN DR	MODESTO CA 95357	$ 29.82
079-022-011-000	PAL PARBIN & ROSHNI	3520 DOTHAN DR	MODESTO CA 95357	$ 29.82
079-022-012-000	JAUREGUI PEDRO A & GUADALUPE V TRS	3524 DOTHAN DR	MODESTO CA 95357	$ 29.82
079-022-013-000	CASTRO DAVID & ANGELA	3528 DOTHAN DR	MODESTO CA 95357	$ 29 82
079-022-014-000	ITANEN MARK E & KIMBERLY D	3532 DOTHAN DR	MODESTO CA 95357	$ 29.82
079-022-015-000	LOURENCO ASHLI	3536 DOTHAN DR	MODESTO CA 95357	$ 29.82
079-022-016-000	CARMONA JOSE F III & FELITA	3600 DOTHAN DR	MODESTO CA 95357	$ 29.82
079-022-017-000	KUMAR AMAR	3604 DOTHAN DR	MODESTO CA 95357	$ 29.82
079-022-018-000	CHAND ROVINESH	3608 DOTHAN DR	MODESTO CA 95357	$ 29.82
079-022-019-000	CARLSON JOHN HENRY & GAYLEN TRS	3612 DOTHAN DR	MODESTO CA 95357	$ 29.82

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
079-022-020-000	MANZO TERESA & ENRIQUE	3616 DOTHAN DR	MODESTO CA 95357	$ 29.82
079-022-021-000	CANELA FRANCISCO J	3620 DOTHAN DR	MODESTO CA 95357	$ 29.82
079-022-022-000	JAUREGUI GRISELDA	3624 DOTHAN DR	MODESTO CA 95357	$ 29.82
079-022-023-000	OLAGE IRENE A TR	3628 DOTHAN DR	MODESTO CA 95357	$ 29.82
079-022-024-000	HERNANDEZ ARMANDO & ANALIA	3632 DOTHAN DR	MODESTO CA 95357	$ 29.82
079-022-025-000	NOLL KARL P & NOLL GYDA J	312 ANSONVILLE LN	MODESTO CA 95357	$ 29.82
079-022-026-000	LOPEZ DAVID & LOPEZ IRMA	316 ANSONVILLE LN	MODESTO CA 95357	$ 29.82
079-022-029-000	CABELLO FRANCISCO A & CABELLO KAREN MICHELLE	3629 JARENA DR	MODESTO CA 95357	$ 29.82
079-022-030-000	QUACH CAM ET AL	3625 JARENA DR	MODESTO CA 95357	$ 29.82
079-022-031-000	CAMARENA JESUS D & ESTHER	3621 JARENA DR	MODESTO CA 95357	$ 29.82
079-022-032-000	LOPEZ JOSE & CLAUDIA	3617 JARENA DR	MODESTO CA 95357	$ 29.82
079-022-033-000	SANDOVAL IRMA	3613 JARENA DR	MODESTO CA 95357	$ 29.82
079-022-034-000	VILLARREAL JOE & VIRGIE	3609 JARENA DR	MODESTO CA 95357	$ 29.82
079-022-035-000	KUMAR AMAR	3605 JARENA DR	MODESTO CA 95357	$ 29.82
079-022-036-000	GONZALEZ GUADALUPE & GONZALEZ ESPERANZA	3601 JARENA DR	MODESTO CA 95357	$ 29.82
079-022-037-000	BOUNPHENG KHAMPHANH ET AL	3537 JARENA DR	MODESTO CA 95357	$ 29.82
079-022-038-000	YU DENISE E ET AL	3533 JARENA DR	MODESTO CA 95357	$ 29.82
079-022-039-000	FLORES DANIEL C & DONNA N	3529 JARENA DR	MODESTO CA 95357	$ 29.82
079-022-040-000	BERTOLOTTI GUSTAVO	3525 JARENA DR	MODESTO CA 95357	$ 29.82
079-022-041-000	WANG CHAO SHENG & WANG CHIEN LAN	3521 JARENA DR	MODESTO CA 95357	$ 29.82
079-022-042-000	GRAY SHERRIE W	3517 JARENA DR	MODESTO CA 95357	$ 29.82
079-022-043-000	SANCHEZ ZENAIDA	3513 JARENA DR	MODESTO CA 95357	$ 29.82
079-022-045-000	MARKS WESLEY	3633 JARENA DR	MODESTO CA 95357	$ 29.82
079-022-046-000	MARKS WESLEY	0 JARENA DR	MODESTO CA 95357	$ 29.82
079-023-001-000	KIRK LYNDSAY	248 N MC CLURE RD	MODESTO CA 95357	$ 29.82
079-023-002-000	KHAN SHAH N	244 N MC CLURE RD	MODESTO CA 95357	$ 29.82
079-023-003-000	SANTOS FLORENTINO C & MARIA A	240 N MC CLURE RD	MODESTO CA 95357	$ 29.82
079-023-004-000	CAMARENA JOSE R & CAMARENA ISABEL C	236 N MC CLURE RD	MODESTO CA 95357	$ 29.82
079-023-005-000	SIGHTS KURT H	232 N MC CLURE RD	MODESTO CA 95357	$ 29.82
079-023-006-000	ESPITIA ANGEL VALDEZ ET AL	228 N MC CLURE RD	MODESTO CA 95357	$ 29.82
079-023-007-000	CORTEZ LUIS A	224 N MC CLURE RD	MODESTO CA 95357	$ 29.82
079-023-008-000	YATES MICHAEL R & YATES MARGIE M	220 N MC CLURE RD	MODESTO CA 95357	$ 29.82
079-023-009-000	CUTLER DAVID J & JUDITH A TRS	216 N MC CLURE RD	MODESTO CA 95357	$ 29.82
079-023-010-000	CRISP JEFF C & CRISP DORTHY	221 MELBOURNE DR	MODESTO CA 95357	$ 29.82
079-023-011-000	GRANT RYAN M & ANNE P	225 MELBOURNE DR	MODESTO CA 95357	$ 29.82
079-023-012-000	SON DARA	229 MELBOURNE DR	MODESTO CA 95357	$ 29.82
079-023-013-000	ALIABADI REBKA SHARLOU	233 MELBOURNE DR	MODESTO CA 95357	$ 29.82
079-023-014-000	HERNANDEZ JORGE MURILLO & MURILLO ANA P	237 MELBOURNE DR	MODESTO CA 95357	$ 29.82
079-023-015-000	CABAGNOT DOLORES & FLYNN G	241 MELBOURNE DR	MODESTO CA 95357	$ 29.82
079-023-016-000	ALVARADO J JESUS E & GUTIERREZ MARIA ELVIA GUZMAN	245 MELBOURNE DR	MODESTO CA 95357	$ 29.82
079-023-017-000	LEW KERN YUEN	249 MELBOURNE DR	MODESTO CA 95357	$ 29.82
079-023-018-000	YU LENA XIAO ET AL	253 MELBOURNE DR	MODESTO CA 95357	$ 29.82
079-023-019-000	ESPINOZA MIGUEL	3512 JARENA DR	MODESTO CA 95357	$ 29.82
079-023-020-000	GRANT CURTIS R TRS & GRANT NANCY E	3516 JARENA DR	MODESTO CA 95357	$ 29.82
079-023-021-000	WEDEL JERRY L & LINDA L	3520 JARENA DR	MODESTO CA 95357	$ 29.82
079-023-022-000	RODRIGUEZ MAURILIO MONTANEZ	3524 JARENA DR	MODESTO CA 95357	$ 29.82
079-023-023-000	DYK JANET D	3528 JARENA DR	MODESTO CA 95357	$ 29.82

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
079-023-024-000	ENOS JEREMY	3532 JARENA DR	MODESTO CA 95357	$ 29.82
079-023-025-000	VICTORIA ROBERTO	3600 JARENA DR	MODESTO CA 95357	$ 29.82
079-023-026-000	FIVE TEN REAL ESTATE OPPORTUNITIES FUND I LLC	3604 JARENA DR	MODESTO CA 95357	$ 29.82
079-023-027-000	GALLO SANTOS & GALLO FELIPA	3608 JARENA DR	MODESTO CA 95357	$ 29.82
079-023-028-000	HALL SHARON	3612 JARENA DR	MODESTO CA 95357	$ 29.82
079-023-029-000	DE GUZMAN PEPITO V & RAQUEZA S TRS	245 GELF LN	MODESTO CA 95357	$ 29.82
079-023-030-000	NARAYAN UMESH ET AL	241 GELF LN	MODESTO CA 95357	$ 29.82
079-023-031-000	BANUELOS MARTHA A	237 GELF LN	MODESTO CA 95357	$ 29.82
079-023-032-000	SILVA RICHARD A TR	233 GELF LN	MODESTO CA 95357	$ 29.82
079-023-033-000	NEWMAN SUSAN ET AL	229 GELF LN	MODESTO CA 95357	$ 29.82
079-023-034-000	WARDA JENNIFER & BEN	225 GELF LN	MODESTO CA 95357	$ 29.82
079-023-035-000	ACOSTA GARY SIMON TRS & ACOSTA SYLVIA ANN	221 GELF LN	MODESTO CA 95357	$ 29.82
079-023-036-000	ESTRADA RICHARD THOMAS & SBRANTI-ESTRADA JOANNE N	217 GELF LN	MODESTO CA 95357	$ 29.82
079-023-039-000	AGUAYO ESMERALDA LOPEZ	3529 ANNISTON CT	MODESTO CA 95357	$ 29.82
079-023-040-000	MARTINEZ DAVID & MORENO MARISSA	3525 ANNISTON CT	MODESTO CA 95357	$ 29.82
079-023-041-000	PONTE JOSEPH JOAQUIN JR & PONTE VIRGINIA RUTH	3521 ANNISTON CT	MODESTO CA 95357	$ 29.82
079-023-042-000	TOWNSEND DONALD K & JOYCE A TRS	3517 ANNISTON CT	MODESTO CA 95357	$ 29.82
079-023-043-000	FAGUNDES ANTONIO L & HAIR JACQUELINE K	3513 ANNISTON CT	MODESTO CA 95357	$ 29.82
079-023-044-000	TOWNSEND DONALD K & JOYCE A TRS	3512 HALLSBORO CT	MODESTO CA 95357	$ 29.82
079-023-045-000	TOMA SHAUN	3516 HALLSBORO CT	MODESTO CA 95357	$ 29.82
079-023-046-000	LOBATO JOSE B ET AL	3520 HALLSBORO CT	MODESTO CA 95357	$ 29.82
079-023-047-000	PRASAD CHANDRA SEN & DAYA WATI TRS	3524 HALLSBORO CT	MODESTO CA 95357	$ 29.82
079-023-048-000	MARTINE MARTIN D & EMERINA P	3528 HALLSBORO CT	MODESTO CA 95357	$ 29.82
079-023-049-000	COCHRAN PAT	3532 HALLSBORO CT	MODESTO CA 95357	$ 29.82
079-023-055-000	BUCK NICOLE R	3529 HALLSBORO CT	MODESTO CA 95357	$ 29.82
079-023-056-000	BORK VIRGINIA L & BORK RICHARD D	3525 HALLSBORO CT	MODESTO CA 95357	$ 29.82
079-023-057-000	JOHNSON JEFFREY T & JOHNSON SUZANNE T	3521 HALLSBORO CT	MODESTO CA 95357	$ 29.82
079-023-058-000	GONZALES DANIEL J	3517 HALLSBORO CT	MODESTO CA 95357	$ 29.82
079-023-059-000	CAGUIAT RICALYN T	3513 HALLSBORO CT	MODESTO CA 95357	$ 29.82
079-023-060-000	SELLERS CLYDE W & SHERRY L	240 GELF LN	MODESTO CA 95357	$ 29.82
079-023-061-000	FLORES CRISTIAN A	236 GELF LN	MODESTO CA 95357	$ 29.82
079-023-062-000	MORA DELMA & MIGUEL	232 GELF LN	MODESTO CA 95357	$ 29.82
079-023-063-000	VYBORNEY VERNON E & VYBORNEY VIRGINIA C	228 GELF LN	MODESTO CA 95357	$ 29.82
079-023-064-000	SAALWAECHTER JENNIFER PATRICIA ET AL	224 GELF LN	MODESTO CA 95357	$ 29.82
079-023-065-000	LAL NEALE K	220 GELF LN	MODESTO CA 95357	$ 29.82
079-023-066-000	VANDER HEIDE RALPH PETER JR & KATHRYN NABZESKA	216 GELF LN	MODESTO CA 95357	$ 29.82
079-023-067-000	RODRIGUEZ MELCHOR M ET AL	3533 ANNISTON CT	MODESTO CA 95357	$ 29.82
079-023-068-000	KNOEPFLE RACHEL RENEE	3537 ANNISTON CT	MODESTO CA 95357	$ 29.82
079-023-069-000	RODRIGUEZ MIGUEL A	3536 HALLSBORO CT	MODESTO CA 95357	$ 29.82
079-023-070-000	SIMMALY NICK & KEOSOUKANANH AM	3540 HALLSBORO CT	MODESTO CA 95357	$ 29.82
079-023-071-000	BRYANT KIMBERLY D	3541 HALLSBORO CT	MODESTO CA 95357	$ 29.82
079-023-073-000	BOTELLO ALMA C	3533 HALLSBORO CT	MODESTO CA 95357	$ 29.82
079-023-075-000	ENOS EDWARD & JUDY	3537 HALLSBORO CT	MODESTO CA 95357	$ 29.82
079-024-001-000	LYEK LYSIRI & MIN DAISY	128 N MC CLURE RD	MODESTO CA 95357	$ 29.82
079-024-002-000	YAN CAN LIANG & WU JIN LING	132 N MC CLURE RD	MODESTO CA 95357	$ 29.82
079-024-003-000	GARCIA DWAYNE & KRISTI	136 N MC CLURE RD	MODESTO CA 95357	$ 29.82
079-024-004-000	FAULKNER JAMES & SHARON D	200 N MC CLURE RD	MODESTO CA 95357	$ 29.82

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079-024-005-000	ARMSTRONG CHESTER A TR	204 N MC CLURE RD	MODESTO CA 95357	$ 29.82
079-024-006-000	SIDHU BALDEV S & MANMOHAN K TRS	208 N MC CLURE RD	MODESTO CA 95357	$ 29.82
079-024-007-000	SOUKHAMTHATH ALAN	212 N MC CLURE RD	MODESTO CA 95357	$ 29.82
079-024-008-000	YOUSSEF KHOSHABA & ODISHO THURAYA	217 MELBOURNE DR	MODESTO CA 95357	$ 29.82
079-024-009-000	CUIRIZ NADIA	213 MELBOURNE DR	MODESTO CA 95357	$ 29.82
079-024-010-000	VANN SOCHENDA	209 MELBOURNE DR	MODESTO CA 95357	$ 29.82
079-024-011-000	GRANT ERIC A & GRANT KAMERA L	205 MELBOURNE DR	MODESTO CA 95357	$ 29.82
079-024-012-000	GALAS VINCE N	201 MELBOURNE DR	MODESTO CA 95357	$ 29.82
079-024-013-000	MCE VENTURES LLC	3508 BAYBORO DR	MODESTO CA 95357	$ 29.82
079-024-014-000	ZAMORA VICTOR & ZAMORA VERONICA	3512 BAYBORO DR	MODESTO CA 95357	$ 29.82
079-024-015-000	GONZALEZ ANDRES & ESPERANZA	3516 BAYBORO DR	MODESTO CA 95357	$ 29.82
079-024-016-000	JORGENSEN FRANK E & MIRIAM M TRS	3520 BAYBORO DR	MODESTO CA 95357	$ 29.82
079-024-017-000	GRANT JEFF	3524 BAYBORO DR	MODESTO CA 95357	$ 29.82
079-024-018-000	ESTRADA FRANCISCO & ESTRADA JULIA	3528 BAYBORO DR	MODESTO CA 95357	$ 29.82
079-024-019-000	CREE DEBORAH J	3600 BAYBORO DR	MODESTO CA 95357	$ 29.82
079-024-020-000	COLWELL DONALD SR & COLWELL JO ANN	3604 BAYBORO DR	MODESTO CA 95357	$ 29.82
079-024-021-000	DAOUD OLGA P	3608 BAYBORO DR	MODESTO CA 95357	$ 29.82
079-024-022-000	WEISS JULIE GRANT	3612 BAYBORO DR	MODESTO CA 95357	$ 29.82
079-024-023-000	MCE VENTURES LLC	3616 BAYBORO DR	MODESTO CA 95357	$ 29.82
079-024-024-000	BROOKS TODD	3620 BAYBORO DR	MODESTO CA 95357	$ 29.82
079-024-025-000	GUERRERO VICENTE ALVARADO	3624 BAYBORO DR	MODESTO CA 95357	$ 29.82
079-024-026-000	KEENE EDWARD L & KEENE SUSAN G	200 GELF LN	MODESTO CA 95357	$ 29.82
079-024-027-000	GONSALVES MATTHEW M	204 GELF LN	MODESTO CA 95357	$ 29.82
079-024-028-000	FELT STACY L & MAILE V	208 GELF LN	MODESTO CA 95357	$ 29.82
079-024-029-000	KARELIN ZENA M	212 GELF LN	MODESTO CA 95357	$ 29.82
079-024-030-000	FLORES CESAR J & MAYRA	213 GELF LN	MODESTO CA 95357	$ 29.82
079-024-031-000	NGEN STEVEN KORB & MELONEY SALEM LEN	209 GELF LN	MODESTO CA 95357	$ 29.82
079-024-032-000	MOU CHRISTINA	3617 BAYBORO DR	MODESTO CA 95357	$ 29.82
079-024-033-000	WEAVER BETTY J TRS ET AL	3613 BAYBORO DR	MODESTO CA 95357	$ 29.82
079-024-034-000	BELASKI FRANKLIN LANE & MICHELLE KRYSTAL	3609 BAYBORO DR	MODESTO CA 95357	$ 29.82
079-024-035-000	WEAVER KRISTEN ELIZABETH TR	3605 BAYBORO DR	MODESTO CA 95357	$ 29.82
079-024-036-000	BEE TAO CHING & SUE CHEN	3601 BAYBORO DR	MODESTO CA 95357	$ 29.82
079-024-037-000	PAL REENA D	3529 BAYBORO DR	MODESTO CA 95357	$ 29.82
079-024-038-000	VALDEZ ARTHUR DAVID TRS & VALDEZ ANGELINE	3525 BAYBORO DR	MODESTO CA 95357	$ 29.82
079-024-039-000	MCE VENTURES LLC	3521 BAYBORO DR	MODESTO CA 95357	$ 29.82
079-024-040-000	GALLARDO LYDIA	3517 BAYBORO DR	MODESTO CA 95357	$ 29.82
079-024-041-000	KIST DAVID L & PADILLA YVETTE M	3513 BAYBORO DR	MODESTO CA 95357	$ 29.82
079-024-042-000	SAMUEL MICHAEL & NIRONA	3512 ANNISTON CT	MODESTO CA 95357	$ 29.82
079-024-043-000	HAMILTON EILEEN M TR	3516 ANNISTON CT	MODESTO CA 95357	$ 29.82
079-024-044-000	ZARATE SERGIO ET AL	3520 ANNISTON CT	MODESTO CA 95357	$ 29.82
079-024-045-000	JK VALLEY PROPERTIES LLC	3524 ANNISTON CT	MODESTO CA 95357	$ 29.82
079-024-046-000	SANDERS DENNIS ET AL	3528 ANNISTON CT	MODESTO CA 95357	$ 29.82
079-024-049-000	VITELA RIGOBERTO MORA	3532 ANNISTON CT	MODESTO CA 95357	$ 29.82
079-024-050-000	KNOEPFLE RONALD L & KNOEPFLE LORRAINE M	3536 ANNISTON CT	MODESTO CA 95357	$ 29.82
079-025-003-000	EMPIRE UNION SCHOOL DISTRICT	116 N MCCLURE RD	MODESTO CA 95357	$ -
079-025-005-000	WHITE ALAN WAYNE SR & EVELYN KAY TRS	3501 YOSEMITE BLVD	MODESTO CA 95357	$ 74.97
079-025-011-000	YOSEMITE AND CREEKWOOD INC	3621 YOSEMITE BLVD	MODESTO CA 95357	$ 206.11

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079-025-015-000	CYPRESS EQUITIES GROUP III LP	0 CREEKWOOD DR	MODESTO CA 95357	$ 1.63
079-025-017-000	BEARDEN FAMILY LIMITED PARTNERSHIP	3513 YOSEMITE BLVD	MODESTO CA 95357	$ 100.96
079-025-018-000	BEARDEN FAMILY LIMITED PARTNERSHIP	0 YOSEMITE BLVD	MODESTO CA 95357	$ 74.40
079-025-019-000	DJLJ LLC	3601 YOSEMITE BLVD	MODESTO CA 95357	$ 100.13
079-025-020-000	CYPRESS EQUITIES GROUP III LP	117 CREEKWOOD DR	MODESTO CA 95357	$ 395.25
079-026-005-000	MC DONALDS CORP	3801 YOSEMITE BLVD	MODESTO CA 95357	$ 90.16
079-026-006-000	LEONG JICK C TRS & LEONG ALICE NG	YOSEMITE BLVD #A	MODESTO CA 95357	$ 32.53
079-026-007-000	LEONG JICK C TRS & LEONG ALICE NG	YOSEMITE BLVD #B	MODESTO CA 95357	$ 29.57
079-026-008-000	CREEKWOOD PLAZA LLC	YOSEMITE BLVD	MODESTO CA 95357	$ 232.98
079-026-009-000	CREEKWOOD PLAZA LLC	YOSEMITE BLVD	MODESTO CA 95357	$ 24 78
079-026-010-000	CREEKWOOD PLAZA LLC	YOSEMITE BLVD	MODESTO CA 95357	$ 41.74
079-026-011-000	CREEKWOOD PLAZA LLC	3801 YOSEMITE BLVD #7	MODESTO CA 95357	$ 45.22
079-026-012-000	CREEKWOOD PLAZA LLC	YOSEMITE BLVD	MODESTO CA 95357	$ 43.83
079-026-013-000	CREEKWOOD PLAZA LLC	3801 YOSEMITE BLVD	MODESTO CA 95357	$ 965.92
079-026-014-000	PALLIOS ENTERPRISES	3801 YOSEMITE BLVD	MODESTO CA 95357	$ 206.79
079-027-001-000	ESPINOZA EVERADO & MARIA LUZ	3701 JULENE DR	MODESTO CA 95357	$ 29.82
079-027-002-000	BERGSTROM ROBERT E & LINDA R TRS	3705 JULENE DR	MODESTO CA 95357	$ 29.82
079-027-003-000	GILBERT LYNETTE & LANCE	3709 JULENE DR	MODESTO CA 95357	$ 29.82
079-027-004-000	GREWAL MANMEET & JASKIRAN	3713 JULENE DR	MODESTO CA 95357	$ 29.82
079-027-005-000	VILLALPANDO HERIBERTO & ROSA	3717 JULENE DR	MODESTO CA 95357	$ 29.82
079-027-006-000	GALLO JOE & ROSALIA	3721 JULENE DR	MODESTO CA 95357	$ 29.82
079-027-007-000	VHAN SUJEEV	3725 JULENE DR	MODESTO CA 95357	$ 29.82
079-027-008-000	ORTIZ ALEJANDRA	3801 JULENE DR	MODESTO CA 95357	$ 29.82
079-027-009-000	ADAIR KENNETH L	3805 JULENE DR	MODESTO CA 95357	$ 29.82
079-027-010-000	MAKASYUK GUADALUPE	3809 JULENE DR	MODESTO CA 95357	$ 29.82
079-027-011-000	HIATT RALPH W TR	3813 JULENE DR	MODESTO CA 95357	$ 29.82
079-027-012-000	GIRTON BROOKS C	3817 JULENE DR	MODESTO CA 95357	$ 29.82
079-027-013-000	TERRA MATTHEW ET AL	3821 JULENE DR	MODESTO CA 95357	$ 29 82
079-027-014-000	CASTILLO ANGELICA	3825 JULENE DR	MODESTO CA 95357	$ 29.82
079-027-015-000	DARPINIAN JANE LEE	3901 JULENE DR	MODESTO CA 95357	$ 29.82
079-027-016-000	AWARD PROPERTIES	3905 JULENE DR	MODESTO CA 95357	$ 29.82
079-027-017-000	GUPTILL CAROLYN S	3909 JULENE DR	MODESTO CA 95357	$ 29.82
079-027-018-000	YOUNAN ALBERT M ET AL	3913 JULENE DR	MODESTO CA 95357	$ 29 82
079-027-019-000	BURCIU VASILE & TABITA	3908 JULENE DR	MODESTO CA 95357	$ 29.82
079-027-020-000	KANNO JANET	3900 JULENE DR	MODESTO CA 95357	$ 29.82
079-027-021-000	MEDINA ALYCE	232 ANASTASIA DR	MODESTO CA 95357	$ 29.82
079-027-022-000	URY TRACY L	228 ANASTASIA DR	MODESTO CA 95357	$ 29.82
079-027-023-000	NIELSEN MARK C	224 ANASTASIA DR	MODESTO CA 95357	$ 29 82
079-027-024-000	TINOCO REBECCA K	220 ANASTASIA DR	MODESTO CA 95357	$ 29.82
079-027-025-000	SARDAR CAPITAL LLC	216 ANASTASIA DR	MODESTO CA 95357	$ 29.82
079-027-026-000	AQUINO NESTOR JOSE P & AQUINO LUCILLE J	212 ANASTASIA DR	MODESTO CA 95357	$ 29.82
079-027-027-000	SCANLAN MARY A ET AL	208 ANASTASIA DR	MODESTO CA 95357	$ 29.82
079-027-028-000	ANDREINI CHRIS PAUL & VICKY ANN TRS	204 ANASTASIA DR	MODESTO CA 95357	$ 29.82
079-027-029-000	LINDSAY STANLEY & MICHELE	200 ANASTASIA DR	MODESTO CA 95357	$ 29 82
079-027-030-000	CRESPIN SAMUEL E	3824 TROON PL	MODESTO CA 95357	$ 29.82
079-027-031-000	SANTANA LISA MARIE	3820 TROON PL	MODESTO CA 95357	$ 29.82
079-027-032-000	BRIAR TRAVIS	3816 TROON PL	MODESTO CA 95357	$ 29.82

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
079-027-033-000	GIRALDES VINCENT ROBERT & ANGELA	3812 TROON PL	MODESTO CA 95357	$ 29.82
079-027-034-000	OROZCO EDUARDO & LOPEZ CELIA LIZETH HURTADO	3808 TROON PL	MODESTO CA 95357	$ 29.82
079-027-035-000	AGUINIGA LINDA L ET AL	3804 TROON PL	MODESTO CA 95357	$ 29.82
079-027-036-000	DE LEON GUSTAVO MUNOZ	3800 TROON PL	MODESTO CA 95357	$ 29.82
079-027-037-000	VALDEZ ARTHUR DAVID TRS & VALDEZ ANGELINE	3724 TROON PL	MODESTO CA 95357	$ 29.82
079-027-038-000	S DHU BALDEV S & MANMOHAN K TRS	3720 TROON PL	MODESTO CA 95357	$ 29.82
079-027-039-000	VEGA JUAN MANUEL & MARIA A	3716 TROON PL	MODESTO CA 95357	$ 29.82
079-027-040-000	CAVAZOS HENRY J JR	3712 TROON PL	MODESTO CA 95357	$ 29.82
079-027-041-000	SANCHEZ NOEMI	3708 TROON PL	MODESTO CA 95357	$ 29.82
079-027-042-000	GOMEZ PATRICIA & FRANC SCO JAVIER	3704 TROON PL	MODESTO CA 95357	$ 29.82
079-027-043-000	GARRISON JAMES R & STACY L	3700 TROON PL	MODESTO CA 95357	$ 29.82
079-027-044-000	NAIR RAJESH & UMA	201 RECTOR LN	MODESTO CA 95357	$ 29.82
079-027-045-000	SCHEID MICHAEL D & SCHEID MARILYN J	205 RECTOR LN	MODESTO CA 95357	$ 29.82
079-027-046-000	NARS ANTHONY J	209 RECTOR LN	MODESTO CA 95357	$ 29.82
079-027-047-000	HOLLAND DARRELL	213 RECTOR LN	MODESTO CA 95357	$ 29.82
079-027-048-000	MUIR LARRY R & LESLIE A	217 RECTOR LN	MODESTO CA 95357	$ 29.82
079-027-049-000	FULAN ADAM G	221 RECTOR LN	MODESTO CA 95357	$ 29.82
079-027-050-000	SABINIANO MARION N	3700 JULENE DR	MODESTO CA 95357	$ 29.82
079-027-051-000	TRISTAN ROGER ET AL	3704 JULENE DR	MODESTO CA 95357	$ 29.82
079-027-052-000	CHAND ATISH & REENA D	3708 JULENE DR	MODESTO CA 95357	$ 29.82
079-027-053-000	WALDMAN MIKE & MARTHA	3712 JULENE DR	MODESTO CA 95357	$ 29.82
079-027-054-000	MIRANDA CARMEN ET AL	3716 JULENE DR	MODESTO CA 95357	$ 29.82
079-027-055-000	CHANHMISAY KEVIN S & TIFFANIE	3720 JULENE DR	MODESTO CA 95357	$ 29.82
079-027-056-000	DOUGLAS MARY G	3724 JULENE DR	MODESTO CA 95357	$ 29.82
079-027-057-000	ANAYA EFRAIN FERNANDEZ & FERNANDEZ ANJELITA	3800 JULENE DR	MODESTO CA 95357	$ 29.82
079-027-058-000	GALLO SANTOS & GALLO FELIPA A	3804 JULENE DR	MODESTO CA 95357	$ 29.82
079-027-059-000	O BRIEN JON L	3808 JULENE DR	MODESTO CA 95357	$ 29.82
079-027-060-000	BLANAS FRANK G	3812 JULENE DR	MODESTO CA 95357	$ 29.82
079-027-061-000	REINEKE SANDRA K	3816 JULENE DR	MODESTO CA 95357	$ 29.82
079-027-062-000	ROSE EUGENE L & TAMARA L	3820 JULENE DR	MODESTO CA 95357	$ 29.82
079-027-063-000	MALDONADO JUAN G & VERONICA A	3825 JARENA DR	MODESTO CA 95357	$ 29.82
079-027-064-000	RAYGOZA JOSE JR	3821 JARENA DR	MODESTO CA 95357	$ 29.82
079-027-065-000	DHESI PARVINDER & KIRANJIT	3817 JARENA DR	MODESTO CA 95357	$ 29.82
079-027-066-000	HAMMONDS THEDFORD J	3813 JARENA DR	MODESTO CA 95357	$ 29.82
079-027-067-000	FRIEDE SUKANTLA	3809 JARENA DR	MODESTO CA 95357	$ 29.82
079-027-068-000	GUERRERO ANTHONY & GUERRERO DEBORAH	3805 JARENA DR	MODESTO CA 95357	$ 29.82
079-027-069-000	SHAMOON BANIPAL ET AL	3801 JARENA DR	MODESTO CA 95357	$ 29.82
079-027-070-000	CHAND ATISH & CHAND REENA	3725 JARENA DR	MODESTO CA 95357	$ 29.82
079-027-071-000	HAMILTON DAWN J	3721 JARENA DR	MODESTO CA 95357	$ 29.82
079-027-072-000	CHANDRA KAVITA RAGINI	3717 JARENA DR	MODESTO CA 95357	$ 29.82
079-027-073-000	NAVA MARGARITA ET AL	3713 JARENA DR	MODESTO CA 95357	$ 29.82
079-027-074-000	CHAND RAI RATTAN	3709 JARENA DR	MODESTO CA 95357	$ 29.82
079-027-075-000	GALLO SANTOS & FELIPA A	3705 JARENA DR	MODESTO CA 95357	$ 29.82
079-027-076-000	KOMMAVONG BOUNKONG & PHILAVONG ALING	3701 JARENA DR	MODESTO CA 95357	$ 29.82
079-027-077-000	BRUHN JULEE	213 ANASTASIA DR	MODESTO CA 95357	$ 29.82
079-027-078-000	BUER TYLER A	3812 JARENA DR	MODESTO CA 95357	$ 29.82
079-027-079-000	SIERRA JOSE M & RIOS LUSILA	3808 JARENA DR	MODESTO CA 95357	$ 29.82

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
079-027-080-000	PRESINAL ERIX ALBERTO & NORMA EDITH	3804 JARENA DR	MODESTO CA 95357	$ 29.82
079-027-081-000	LOPEZ LISANDRO ET AL	3800 JARENA DR	MODESTO CA 95357	$ 29.82
079-027-082-000	CARDOZA RICHARD ALAN	3724 JARENA DR	MODESTO CA 95357	$ 29.82
079-027-083-000	BURKE JOHN D & BURKE AMY E	3720 JARENA DR	MODESTO CA 95357	$ 29.82
079-027-084-000	KNAUS SVETLANA	3716 JARENA DR	MODESTO CA 95357	$ 29.82
079-027-085-000	KISARA SRINIVAS	3712 JARENA DR	MODESTO CA 95357	$ 29.82
079-027-086-000	DOYLE CATHY M	220 RECTOR LN	MODESTO CA 95357	$ 29.82
079-027-087-000	BAILEY GUY E & BAILEY DONNA M	212 RECTOR LN	MODESTO CA 95357	$ 29.82
079-027-088-000	PHITSAMAY BOBBY & AMANDA	208 RECTOR LN	MODESTO CA 95357	$ 29.82
079-027-089-000	MESSER KEVIN & KAREN	3717 TROON PL	MODESTO CA 95357	$ 29.82
079-027-090-000	DE JESUS MARIO C & DE JESUS ARLENE M	3721 TROON PL	MODESTO CA 95357	$ 29.82
079-027-091-000	AMERICAN RESIDENTIAL PROPERTIES OP L P	3725 TROON PL	MODESTO CA 95357	$ 29.82
079-027-092-000	GARCIA JUAN & CARMEN A	3801 TROON PL	MODESTO CA 95357	$ 29.82
079-027-093-000	JONES JANE K	3805 TROON PL	MODESTO CA 95357	$ 29.82
079-027-094-000	BROWN JOSHUA ET AL	3809 TROON PL	MODESTO CA 95357	$ 29.82
079-027-095-000	MEES SEAN M	3813 TROON PL	MODESTO CA 95357	$ 29.82
079-027-096-000	BAKUS LAUREN N	3817 TROON PL	MODESTO CA 95357	$ 29.82
079-027-097-000	CREEKWOOD MEADOWS INVESTORS	0 CREEKWOOD DR	MODESTO CA 95357	$ 29.82
079-028-001-000	MCNALLY STEVE	205 SENTINEL DR	MODESTO CA 95357	$ 29.82
079-028-002-000	TEIXEIRA TERRY J	201 SENTINEL DR	MODESTO CA 95357	$ 29.82
079-028-003-000	BARRAGAN BENJAMIN M & BARRAGAN IMELDA R	121 SENTINEL DR	MODESTO CA 95357	$ 29.82
079-028-004-000	AWARD PROPERTIES LLC	117 SENTINEL DR	MODESTO CA 95357	$ 29.82
079-028-005-000	HAWKINS TROY R	113 SENTINEL DR	MODESTO CA 95357	$ 29.82
079-028-006-000	FARNON AARON D & FARNON LINDA M	109 SENTINEL DR	MODESTO CA 95357	$ 29.82
079-028-007-000	NAVA YOLANDA GALLO	105 SENTINEL DR	MODESTO CA 95357	$ 29.82
079-028-008-000	MICHAEL LAVINIA	101 SENTINEL DR	MODESTO CA 95357	$ 29.82
079-028-009-000	SHOOK TIMOTHY	3900 EL PORTAL PL	MODESTO CA 95357	$ 29.82
079-028-010-000	ROCHA JOSE	3904 EL PORTAL PL	MODESTO CA 95357	$ 29.82
079-028-011-000	PONS-LANGLOT ALFRED	3908 EL PORTAL PL	MODESTO CA 95357	$ 29.82
079-028-012-000	JOHNSON JOHN R & HUNTER KELLY N	3912 EL PORTAL PL	MODESTO CA 95357	$ 29.82
079-028-013-000	DEL VALLE MARIA R	3916 EL PORTAL PL	MODESTO CA 95357	$ 29.82
079-028-014-000	HUIHUI JOSEPH FREDERICK	3920 EL PORTAL PL	MODESTO CA 95357	$ 29.82
079-028-015-000	DURAN ROBERT JR & MELANIE JT	3924 EL PORTAL PL	MODESTO CA 95357	$ 29.82
079-028-016-000	BURCIU VASILE & TABITA	3928 EL PORTAL PL	MODESTO CA 95357	$ 29.82
079-028-017-000	WONG MAY	3932 EL PORTAL PL	MODESTO CA 95357	$ 29.82
079-028-018-000	SIKES JAMES R TR	3933 EL PORTAL PL	MODESTO CA 95357	$ 29.82
079-028-019-000	PRITCHARD INVESTMENTS LLC	3929 EL PORTAL PL	MODESTO CA 95357	$ 29.82
079-028-020-000	CABRAL TED M & ANA M	3925 EL PORTAL PL	MODESTO CA 95357	$ 29.82
079-028-021-000	VIERRA JAMES	3921 EL PORTAL PL	MODESTO CA 95357	$ 29.82
079-028-022-000	BOULTON BILL G	3917 EL PORTAL PL	MODESTO CA 95357	$ 29.82
079-028-023-000	MARTIN JEFFREY	3913 EL PORTAL PL	MODESTO CA 95357	$ 29.82
079-028-024-000	REED NANCY R & JOHNNY E	3909 EL PORTAL PL	MODESTO CA 95357	$ 29.82
079-028-025-000	CICERO EDWARD FRANCIS JR TR	3900 WESTFALL LN	MODESTO CA 95357	$ 29.82
079-028-026-000	TANNER TOMMIE G & TANNER GARCIE L	3904 WESTFALL LN	MODESTO CA 95357	$ 29.82
079-028-027-000	CAMPOS MARTIN	3908 WESTFALL LN	MODESTO CA 95357	$ 29.82
079-028-028-000	SOUPHAVONG BOUATHONG	3912 WESTFALL LN	MODESTO CA 95357	$ 29.82
079-028-029-000	WU WAN BEN	3916 WESTFALL LN	MODESTO CA 95357	$ 29.82

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
079-028-030-000	HERNANDEZ JOSE J & CASTRO GAVY	3920 WESTFALL LN	MODESTO CA 95357	$ 29 82
079-028-031-000	CAPISTRAN JUAN & BARRAGAN ELISA	3924 WESTFALL LN	MODESTO CA 95357	$ 29.82
079-028-032-000	YOUNGER ROGER	3925 WESTFALL LN	MODESTO CA 95357	$ 29.82
079-028-033-000	HOUSE DENNIS L & BONITA E TRS	3921 WESTFALL LN	MODESTO CA 95357	$ 29.82
079-028-034-000	PRASAD RESHMI D	3917 WESTFALL LN	MODESTO CA 95357	$ 29 82
079-028-035-000	HUEY JIMMY WING TR ET AL	3913 WESTFALL LN	MODESTO CA 95357	$ 29 82
079-028-036-000	BARRAGAN JESSE & BARRAGAN OLIVIA T	3909 WESTFALL LN	MODESTO CA 95357	$ 29 82
079-028-037-000	OCHOA PAULO & MENDOZA MARIA DE JESUS	3901 WESTFALL LN	MODESTO CA 95357	$ 29.82
079-028-040-000	VILLEGAS MARIE TR	3936 EL PORTAL PL	MODESTO CA 95357	$ 29.82
079-028-041-000	JOHNSON LENDALL	257 SENTINEL DR	MODESTO CA 95357	$ 29.82
079-028-042-000	BUSTAMANTE GONZALO & BUSTAMANTE LUZ	253 SENTINEL DR	MODESTO CA 95357	$ 29 82
079-028-043-000	VICTORINO CHRISTOPHER J & KRISTI M	249 SENTINEL DR	MODESTO CA 95357	$ 29 82
079-028-044-000	TAYLOR JIMMY R & SHEILA W	245 SENTINEL DR	MODESTO CA 95357	$ 29.82
079-028-045-000	ACEVEDO FAVIO SANDOVAL	241 SENTINEL DR	MODESTO CA 95357	$ 29.82
079-028-046-000	FRIAS VERONICA	237 SENTINEL DR	MODESTO CA 95357	$ 29.82
079-028-047-000	ALBERTO SILVIA	233 SENTINEL DR	MODESTO CA 95357	$ 29.82
079-028-048-000	YOUNGER RONALD & YOUNGER LYDIA	229 SENTINEL DR	MODESTO CA 95357	$ 29 82
079-028-049-000	PORRES MARIA	225 SENTINEL DR	MODESTO CA 95357	$ 29 82
079-028-050-000	ATKINS DEBRA MICHELLE	221 SENTINEL DR	MODESTO CA 95357	$ 29.82
079-028-051-000	HINISH LONNIE O & PAMELA K TRS	217 SENTINEL DR	MODESTO CA 95357	$ 29.82
079-028-052-000	HOOK JEFFREY ALLEN & HOOK KIMBERLY ANN	213 SENTINEL DR	MODESTO CA 95357	$ 29.82
079-028-053-000	ZAMORA ANTONIO S & ZAMORA MARIA A	209 SENTINEL DR	MODESTO CA 95357	$ 29.82
079-028-054-000	TANNER NICHELLE N	212 SENTINEL DR	MODESTO CA 95357	$ 29 82
079-028-055-000	COSTA JOE & COSTA MARY	216 SENTINEL DR	MODESTO CA 95357	$ 29 82
079-028-056-000	CORREIA ADRIANA M	228 SENTINEL DR	MODESTO CA 95357	$ 29 82
079-028-057-000	RUDDICKS LAWRENCE V & DIEDRE M	236 SENTINEL DR	MODESTO CA 95357	$ 29.82
079-028-058-000	DAVIS BARBARA A	240 SENTINEL DR	MODESTO CA 95357	$ 29.82
079-028-059-000	HANNINK DOUG & KATHY TRS	244 SENTINEL DR	MODESTO CA 95357	$ 29 82
079-028-060-000	WATTLE AARON KEITH & JULIE RENEE	3905 SENTINEL CT	MODESTO CA 95357	$ 29 82
079-028-061-000	NORTON STANLEY W & NORTON LAURIE K	3908 SENTINEL CT	MODESTO CA 95357	$ 29 82
079-028-062-000	CIBRIAN EFRAIN ET AL	3904 SENTINEL CT	MODESTO CA 95357	$ 29 82
079-028-065-000	BROWN TANYA M	313 YOSEMITE MEADOWS DR	MODESTO CA 95357	$ 29.82
079-028-066-000	BOSMA KRISTI K & BOSMA STEVEN R	309 YOSEMITE MEADOWS DR	MODESTO CA 95357	$ 29.82
079-028-067-000	RODRIGUEZ ALFRED	305 YOSEMITE MEADOWS DR	MODESTO CA 95357	$ 29 82
079-028-068-000	CISNEROS HEBER & CISNEROS ROSALINA	301 YOSEMITE MEADOWS DR	MODESTO CA 95357	$ 29 82
079-028-069-000	MODESTO CITY OF	0 YOSEMITE MEADOWS DR	MODESTO CA 95357	$ 29.82
079-028-070-000	TOMA TITANIA Y	241 YOSEMITE MEADOWS DR	MODESTO CA 95357	$ 29.82
079-028-071-000	HERNANDEZ SALVADOR & BELTRAN MARIA T	237 YOSEMITE MEADOWS DR	MODESTO CA 95357	$ 29.82
079-028-072-000	LAGAN JASON	233 YOSEMITE MEADOWS DR	MODESTO CA 95357	$ 29 82
079-028-073-000	HARDIN MIKE A	229 YOSEMITE MEADOWS DR	MODESTO CA 95357	$ 29 82
079-028-074-000	SANGHA DILBAG SINGH ET AL	225 YOSEMITE MEADOWS DR	MODESTO CA 95357	$ 29.82
079-028-075-000	PADILLA RODRIGO	221 YOSEMITE MEADOWS DR	MODESTO CA 95357	$ 29.82
079-028-076-000	WIKA GARY L & WIKA PEGGY A	217 YOSEMITE MEADOWS DR	MODESTO CA 95357	$ 29.82

APN	OWNER	PROPERTY ADDRESS	CITY STATE ZIP	2015-16 ASSESSMENT
079-028-077-000	SOTO GILBERTO & SOTO MARIA	213 YOSEMITE MEADOWS DR	MODESTO CA 95357	$ 29.82
079-028-078-000	PEREZ VALENTINE M ET AL	209 YOSEMITE MEADOWS DR	MODESTO CA 95357	$ 29.82
079-028-079-000	MENDOZA LIBERATO ET AL	3929 WESTFALL LN	MODESTO CA 95357	$ 29.82
079-028-080-000	SUMTER JASON ET AL	3928 WESTFALL LN	MODESTO CA 95357	$ 29.82
079-028-081-000	NAVARRO JOSE R	3937 EL PORTAL PL	MODESTO CA 95357	$ 29.82

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MODESTO CITY COUNCIL
RESOLUTION NO. 2015-307

A RESOLUTION CONFIRMING THE FISCAL YEAR 2015-16 DIAGRAM AND ASSESSMENT, AND ORDERING THE LEVY AND COLLECTION OF CHARGES WITHIN LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 1 FOR DRY CREEK MEADOWS SUBDIVISIONS NOS. 1-6

WHEREAS, on June 9, 2015, the City Council, by Resolution No. 2015-189, declared its intent to levy charges or assessments for the purpose of administering the maintenance of landscaping in the public right-of-way within the street medians and adjacent to the access control walls in Dry Creek Meadows Subdivisions Nos. 1-6 under the provisions of the California Streets and Highways Code Sections 22500 through 22679, more commonly known as the Landscape and Lighting Act of 1972, and

WHEREAS, the charges against the real property are not levied with regard to property values but rather by allocated cost reports prepared by the Engineer of Work, and

WHEREAS, the City of Modesto has determined and certifies that the charges are either exempt from or in compliance with all the provisions of Proposition 218, which was passed by the voters in November 1996. The City of Modesto has further determined the charges are in compliance with all laws pertaining to the levy of such charges,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby orders the levy and collection of such charges within City of Modesto Landscape Maintenance Assessment District No. 1 for Dry Creek Meadows Subdivisions Nos. 1-6 for Fiscal Year 2015-16, and in each subsequent fiscal year in which the charges may validly be levied.

BE IT FURTHER RESOLVED that a certified copy of this resolution and **attached** documentation shall be delivered to the Auditor-Controller of the County of Stanislaus for placement of such charges on the 2015-16 County Tax Roll, and in each subsequent fiscal year in which the charges may validly be levied.

BE IT FURTHER RESOLVED that the diagram of said assessment district and amount of levy thereon is hereby confirmed.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Modesto held on the 11th day of August, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following votes:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Lopez

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

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MODESTO CITY COUNCIL
RESOLUTION NO. 2015-308

RESOLUTION ACCEPTING THE STATE ROUTE 108 REINVESTMENT PLAN

WHEREAS, on August 10, 2010, the City Council, by Resolution No. 2010-375, approved joint applications between the City of Modesto and other cities in Stanislaus County, the County of Stanislaus, and the Stanislaus Council of Governments for Proposition 84 grant funding with in-lieu match of staff time, and

WHEREAS, the City of Riverbank submitted a grant application to the Strategic Growth Council for Proposition 84 Grant funding to complete a State Route 108 Reinvestment Plan, as authorized by City Council, and

WHEREAS, at its regularly scheduled meeting of February 7, 2012, City Council approved Resolution 2012-45 accepting $59,264 of Proposition 84 Grant funds for Modesto's share in completing a SR 108 Reinvestment Plan, Resolution 2012-46 amending the budget to reflect the grant; and

WHEREAS, the cities of Modesto, Riverbank and Oakdale and the consulting firm AECOM have collaborated to prepare a SR 108 Reinvestment Plan ("Plan") to encourage reinvestment along SR 108 corridor, which is generally McHenry Avenue in Modesto, Patterson and Atchison Roads in Riverbank, and "F" Street in Oakdale; and

WHEREAS, the Plan identifies preferred streetscape concepts, infill opportunity sites with corresponding development concepts and provides recommendations for strategic public investments and actions to include reinvestment projects along SR 108; and

WHEREAS, the planning team engaged the public, decision-makers and stakeholders through a series of public events, workshops, surveys, meetings, phone calls

and electronic communication to ensure that the Plan addresses relevant local priorities and design preferences; and

WHEREAS, on June 15, 2015, at 6:00 p.m. the Planning Commission considered the matter and recommended that the City Council accept the SR 108 Reinvestment Plan, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accept the SR 108 Reinvestment Plan.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Mayor Marsh

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Exhibit A

SR 108 Reinvestment Plan

http://www.modestogov.com/ced/documents/docs/SR108%20Reinvestment%20Plan.pdf

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-309

RESOLUTION AUTHORIZING STAFF TO PREPARE AND ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH CTC, INC., IN AN AMOUNT NOT TO EXCEED $34,500, TO ESTABLISH A QUIET ZONE ALONG THE UNION PACIFIC RAILROAD RIGHT-OF-WAY IN DOWNTOWN MODESTO, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL NECESSARY DOCUMENTS

WHEREAS, at the direction of the City Manager, staff worked with various public and private entities to identify issues and determine the feasibility of establishing Quiet Zones along the Union Pacific Railroad right- of-way, the Modesto & Empire Traction right-of-way, and the Burlington Northern-Santa Fe Railroad right-of-way, in order to improve the quality of life in Modesto, and

WHEREAS, staff reported to the Economic Development Committee the results of these studies at its regular meetings held on March 12, 2012; May 14, 2012; December 10, 2012; and August 5, 2013, and

WHEREAS, staff further reported to the City Council the results of these studies at its regular meeting held on January 14, 2014, and

WHEREAS, at the direction of the City Manager, staff considered two firms to plan and implement a Quiet Zone along the Union Pacific right-of-way in downtown (Union Pacific Railroad Quiet Zone Project) ("Project"), and

WHEREAS, the proposal, as shown in **Exhibit** "A" by CTC, Inc. was selected, and

WHEREAS, CTC, Inc.'s proposal includes a planning phase in an amount not to exceed $18,000, and an implementation phase, in an amount not to exceed $16,500, and

WHEREAS, funds for the Project will be allocated from General Fund Reserves, and

WHEREAS, staff presented the proposal to the Economic Development Committee on June 1, 2015 which voted unanimously to move the proposal to the City Council for consideration,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves staff to prepare and enter into an Agreement for Professional services with CTC, Inc., in an amount not to exceed $34,500, to establish a quiet zone along the Union Pacific Railroad right-of-way in downtown Modesto, and authorizing the City Manager, or his designee, to execute all necessary documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of August, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

March 20, 2015

Ms. Cindy van Empel, AICP, CNU-A
Senior Planner
City of Modesto
1010 10th Street
Modesto, CA 95354

RE: UPRR Corridor Phased Quiet Zone Proposal

Dear Ms. Van Empel:

CTC, Inc. is pleased to submit this proposal to provide phased quiet zone planning and implementation services for the City of Modesto. The proposed quiet zone on Union Pacific includes the following crossings:

- Woodland Avenue
- L Street/SR 132
- K Street
- I Street
- H Street
- G Street

Scope of Services for Planning Phase

Our proposed scope of services will consist of the following work tasks:

1. Determine existing circuitry, provide USDOT Grade Crossing Inventory data
2. Develop preliminary QZ recommendations and conceptual plans
3. Coordinate and conduct diagnostic team review - On site
4. Provide railroad and FRA coordination
5. Prepare draft report with recommendations and order of magnitude cost estimates
6. Prepare and submit final report
7. Provide status updates
8. Project management, accounting, and administration.

Fee for Planning Phase

We propose to complete these services for a lump sum fee of $18,000. This fee includes one trip to Modesto for the diagnostic meeting. Any additional amount in excess of the fee for this project must be authorized by you, the client. We expect to be able to complete this work within 90 days. Billing will be monthly on a percent complete basis.

Scope of Services for Implementation Phase

Our proposed scope of services will consist of the following work tasks:

1. Prepare Notice of Intent (NOI); Assist City in submittal
2. Respond to NOI comments

CTC inc

3. Conduct On-Site Inspection of Quiet Zone Improvements to confirm and document quiet zone compliance
4. Prepare Notice of Establishment (NOE); Assist City in submittal
5. Provide railroad and FRA coordination
6. Provide status updates
7. Project management, accounting, and administration.

Fee for Implementation Phase

We propose to complete these services for a lump sum fee of $16,500. This fee includes one trip to Modesto for the final quiet zone inspection. Any additional amount in excess of the fee for this project must be authorized by you, the client. We expect to be able to complete this work as required by the project schedule (TBD).

Fee for Additional Services

If during the planning phase it is determined that a Public Authority Application is required an additional lump sum fee of $4,500 will be required to complete the implementation phase. Also if CTC is required to attend any additional meetings in Modesto other than those defined in each scope, the additional lump sum fee for each trip is $1,500 per day with a three-day minimum.

We appreciate the opportunity to provide this proposal. If you have any questions or need additional information, please do not hesitate to call me at (817) 886-8215.

Sincerely,

Kurt Anderson

Kurt Anderson
CTC, Inc.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-310

RESOLUTION AMENDING THE FISCAL YEAR 2015/2016 OPERATING BUDGET TO APPROPRIATE FUNDING IN THE AMOUNT OF $34,500 FROM GENERAL FUND RESERVES TO 0100-14400-53300 (PROFESSIONAL SERVICES - PLANNING) FOR THE UNION PACIFIC RAILROAD QUIET ZONE PROJECT IN DOWNTOWN, MODESTO, AND AUTHORIZING THE DIRECTOR OF FINANCE, OR HER DESIGNEE, TO IMPLEMENT THE PROVSIONS OF THIS RESOLUTION

WHEREAS, on August 11, 2015, City Council authorized staff to prepare and enter into an Agreement for Professional Services with CTC, Inc. to establish a Quiet Zone along the Union Pacific Railroad right-of-way in downtown Modesto ("Project"), and

WHEREAS, a budget appropriation in the amount of $34,500 from General Fund Reserves is necessary to fund the Project, and

WHEREAS, a multi-year operating budget adjustment must be created as shown in **Exhibit** A, which is incorporated by reference herein,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the appropriation of $34,500 from General Fund Reserves to 0100-14400-53300 to establish funding for the Union Pacific Railroad Quiet Zone Project.

BE IT FURTHER RESOLVED, that the 2015/2016 fiscal year operating budget be amended for the Union Pacific Railroad Quiet Zone Project with the funding distributed as shown in **Exhibit** A.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of August, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT A

Expense:	Increase:	Description of Account:
0100 – General Fund Reserves	$34,500	0100-14400-53300 Professional Services (Planning)

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-311

RESOLUTION AUTHORIZING CITY MANAGER AND CITY ATTORNEY TO EXECUTE AN AGREEMENT WITH THE STATE BOARD OF EQUALIZATION AND SUBMIT OTHER REQUIRED DOCUMENTS TO COLLECT THE CITY'S UTILITY USERS' TAX FOR PREPAID MOBILE TELEPHONY SERVICES

WHEREAS, the Utility Users' Tax Law of the City of Modesto, approved by voters in November of 2011 and codified as Article 9, Chapter 2, Title 8 of the Modesto Municipal Code, authorizes the imposition of a utility users tax (UUT) on prepaid mobile telephony services; and

WHEREAS, the Local Prepaid Mobile Telephony Services Collection Act (California Revenue and Taxation Code Section 42100 et seq.) establishes a collection mechanism for local charges imposed on prepaid mobile telephony services effective January 1, 2016; and

WHEREAS, the City wishes to enter into an agreement with the State Board of Equalization (Board) to perform all functions incident to the administration and collection of the City's UUT on prepaid mobile telephony services in accordance with Revenue and Taxation Code section 42101.5; and

WHEREAS, the Board requires that the City execute an agreement, adopt a resolution authorizing the examination of records relating to the prepaid mobile telephony services surcharge, submit a certification by the City Attorney of the City's UUT ordinance and submit other related documents on or before September 1, 2015 in order to commence collection of the City's UUT for prepaid mobile telephony services by January 1, 2016.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the City Manager and City Attorney to execute agreement with the Board of Equalization and submit other related documents, **attached** hereto as **Exhibits** A, B and C and as approved by the City Attorney, to administer and collect the City's UUT for prepaid mobile telephony services.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 11th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

AGREEMENT FOR STATE COLLECTION AND ADMINISTRATION OF LOCAL CHARGES

This Agreement is for the purpose of implementing the Local Prepaid Mobile Telephony Services Collection Act (Part 21.1, commencing with Section 42100) of Division 2 of the Revenue and Taxation Code), hereinafter referred to as the Local Charge Act. The City of Modesto and the State Board of Equalization, hereinafter called
Insert name of local jurisdiction
the Board, do agree as follows:

ARTICLE I
DEFINITIONS

Unless the context requires otherwise, wherever the following terms appear in this Agreement they shall be interpreted to mean the following:

A. "Administrative Expenses" means all expenses incurred by the Board in the administration and collection of the local charges, including preparation and wind down costs which are reimbursable to the Board from the revenues collected by the Board on behalf of the local jurisdiction.

B. "Contingent Fee" includes, but is not limited to, a fee that is based on a percentage of the tax liability reported on a return, a fee that is based on a percentage of the taxes owed, or a fee that depends on the specific tax result attained.

C. "Direct Seller" means a prepaid Mobile Telephony Service (MTS) provider or service supplier, as defined in section 41007, that makes a sale of prepaid mobile telephony services directly to a prepaid consumer for any purpose other than resale in the regular course of business. A direct seller includes, but is not limited to, a telephone corporation, a person that provides an interconnected Voice over Internet Protocol (VoIP) service, and a retailer as described in section 42004(b)(1).

D. "Local Charges" means a utility user tax imposed on the consumption of prepaid mobile telephony services, as described in section 42102, and charges for access to communication services or to local "911" emergency telephone systems imposed by a local jurisdiction, as described in section 42102.5.

E. "Local Jurisdiction" or "local agency" means a city, county, or city and county, which includes a charter city, county, or city and county of this State, which has adopted an ordinance imposing a local charge of the kind described in Part 21.1 of Division 2 of the Revenue and Taxation Code and has entered into a contract with the Board to perform all functions incident to the collection of the local charges.

F. "Ordinance" means an ordinance of a local jurisdiction imposing a local charge, including any local enactment relating to the filing of a refund or a claim arising under the ordinance, attached hereto, as amended from time to time.

G. "Quarterly local charges" means the total amount of local charges transmitted by the Board to a local jurisdiction for a calendar quarter, as set forth in section 42106(a)(1).

H. "Refund" means the amount of local charges deducted by the Board from a local jurisdiction's quarterly local charges in order to pay that jurisdiction's share of a local charge refund due to one taxpayer.

I. "Section" – all section references are to the Revenue and Taxation Code.

J. "Seller" means a person that sells prepaid mobile telephony service to a person in a retail transaction.

ARTICLE II
BOARD ADMINISTRATION AND COLLECTION OF LOCAL CHARGES

A. Administration. The Board and the local jurisdiction agree that the Board shall perform functions incident to the collection of the local charges from sellers that are not direct sellers.

B. Collection. The Board shall collect the local charges in the same manner as it collects the prepaid MTS Surcharge in the Prepaid Mobile Telephony Services Surcharge Collection Act, subject to specified limitations in the Local Charge Act for which the local jurisdiction is responsible, as set forth in Article III of this Agreement.

C. Audits. The Board's audit duties shall be limited to verification that the seller that is not a direct seller complied with the Local Charge Act.

D. Other applicable laws. The Board and the local jurisdiction agree that all provisions of law applicable to the administration and operation of the Local Charge Act, Prepaid Mobile Telephony Services Surcharge Collection Act, and the Fee Collection Procedures Law (FCPL) shall be applicable to the collection of local charges. References in the FCPL to feepayer include a person required to pay the local charge, including the seller. All future amendments to applicable laws are automatically incorporated into this Agreement.

E. Deposit of Local Charges. All local charges collected by the Board shall be deposited in the Local Charges for Prepaid Mobile Telephony Services Fund in the State Treasury to be held in trust for the local taxing jurisdiction. Local charges shall consist of all taxes, charges, interest, penalties, and other amounts collected and paid to the Board, less payments for refunds and reimbursement to the Board for expenses incurred in the administration and collection of the local charges, including preparation and wind-down costs.

F. Allocation of Expenses. The Board shall allocate the total combined annual expenses incurred for administration and collection pursuant to the Prepaid Mobile Telephony Services Surcharge Collection Act and the Local Charge Act on a pro rata basis according to revenues collected for: (1) the emergency telephone users surcharge portion of the prepaid MTS surcharge, (2) the Public Utilities Commission surcharges

portion of the prepaid MTS surcharge, and (3) local charges. The Board shall charge a local jurisdiction its pro rata share of the Board's cost of collection and administration.

G. Transmittal of money. All local charges collected by the Board shall be transmitted to the local jurisdiction once in each calendar quarter. Transmittals may be made by mail or by deposit to the account of the local jurisdiction in a bank designated by that jurisdiction. The Board shall furnish a statement quarterly indicating the amounts paid and withheld for expenses of the Board.

H. Rules. The Board shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and collection of local charges and the distribution of the local charges collected.

I. Security. The Board agrees that any security which it hereafter requires to be furnished under the FCPL section 55022 will be upon such terms that it also will be available for the payment of the claims of the local jurisdiction for local taxes owing to it as its interest appears. The Board shall not be required to change the terms of any security now held by it, and the local jurisdiction shall not participate in any security now held by the Board.

J. Records of the Board.

1. Information obtained by the local jurisdiction from the examination of the Board's records shall be used by the local jurisdiction only for purposes related to the collection of the prepaid mobile telephony services surcharge and local charges by the Board pursuant to this Agreement.

2. When requested by resolution of the legislative body of a local jurisdiction, the Board shall permit any duly authorized officer or employee or other person designated by that resolution to examine any information for its own jurisdiction that is reasonably available to the Board regarding the proper collection and remittance of a local charge of the local jurisdiction by a seller, including a direct seller, subject to the confidentiality requirements of sections 7284.6, 7284.7 and 19542. (sections 42110(b), 42103(e).).

3. The resolution of the local jurisdiction shall certify that any person designated by the resolution, other than an officer and an employee, meets all of the following conditions:

a. Has an existing contract with the local jurisdiction that authorizes the person to examine the prepaid MTS surcharge and local charge records.

b. Is required by that contract with the local jurisdiction to disclose information contained in or derived from, those records only to an officer or employee of the local jurisdiction authorized by the resolution to examine the information.

c. Is prohibited by that contract from performing consulting services for a seller during the term of that contract.

d. Is prohibited by that contract from retaining information contained in, or derived from, those prepaid MTS surcharge and local charge records, after that contract has expired.

4. Any third party contract between the local jurisdiction and an entity or person authorized by the local jurisdiction to request information from the Board shall be subject to the following limitations:

a. Any third party shall, to the same extent as the Board, be subject to Section 55381, relating to unlawful disclosures.

b. A third party contract shall not provide, in whole or in part, in any manner a contingent fee arrangement as payment for services rendered.

5. Information obtained by examination of Board records shall be used only for purposes related to the collection of the prepaid MTS surcharge and local charges by the board pursuant to the contract, or for purposes related to other governmental functions of the local jurisdiction set forth in the resolution.

6. If the Board believes that any information obtained from the Board's records related to the collection of the prepaid MTS surcharge and local charges has been disclosed to any person not authorized or designated by the resolution of the local jurisdiction, or has been used for purposes not permitted by section 42110(b), the board may impose conditions on access to its local charge records that the board considers reasonable, in order to protect the confidentiality of those records. (section 42110 (c).)

7. The costs incurred by the Board in complying with a request for information shall be deducted by the Board from those revenues collected by the Board on behalf of the local jurisdiction making the request, as authorized by section 42110(b)(1).

ARTICLE III
LOCAL JURISDICTION
ADMINISTRATION AND RESPONSIBILITIES

A. The local jurisdictions shall be solely responsible for all of the following:

1. Defending any claim regarding the validity of the ordinance in its application to prepaid mobile telephony service. The claim shall be processed in accordance with the provisions of the local ordinance that allows the claim to be filed.

2. Interpreting any provision of the ordinance, except to the extent specifically superseded by section 42105 of the Local Charge Act. The claim shall be processed in accordance with the provisions of the local enactment that allows the claim to be filed.

3. Responding to specified consumer claims for refund involving: (1) rebutting the presumed location of the retail transaction; (2) a consumer claim of exemption from the local charge under the ordinance; or (3) any action or claim challenging the validity of a local tax ordinance, in whole or part. The claim shall be processed in accordance with the provisions of the local enactment that allows the claim to be filed.

4. Refunding the taxes in the event a local jurisdiction or local government is ordered to refund the tax under the local ordinance.

5. Reallocating local charges as a result of correcting errors relating to the location of the point of sale of a seller or the known address of a consumer, for up to two past quarters from the date of knowledge.

6. Collecting local charges on prepaid mobile telephony service and access to communication services or access to local 911 emergency telephone systems imposed on direct sellers.

7. Enforcement, including audits, of the collection and remittance of local charges by direct sellers pursuant to the ordinance.

8. The local jurisdiction shall be the sole necessary party defendant on whose behalf the local charge is collected in any action seeking to enjoin collection of a local charge by a seller, in any action seeking declaratory relief concerning a local charge, in any action seeking a refund of a local charge, or in any action seeking to otherwise invalidate a local charge. There shall be no recovery from the State for the imposition of any unconstitutional or otherwise invalid local charge that is collected under the Local Act.

9. Entering into an agreement with the Board to perform the functions incident to the collection of the local charges imposed on sellers that are not direct sellers.

10. Submitting an executed Certification to the Board, certifying that:

(a) the local jurisdiction's ordinance applies the local charge to prepaid mobile telephony services;

(b) the amount of the rate charged for access to local 911 emergency telephone systems or access to communications services complies with the requirements of section 42102.5; and/or applies the tiered rate for the utility user tax, as identified in section 42102.

(c) The local jurisdiction shall further certify that it agrees to indemnify and to hold harmless the Board, its officers, agents, and employees for any and all liability for damages that may result from the Board's collection pursuant to this Agreement.

11. Submitting signed documents to the Board to include agreement(s), certification, copy of ordinance(s), and resolution(s).

12. Providing payment to the Board of the local jurisdiction's pro rata share of the Board's cost of collection and administration as established pursuant to subdivision (e) of section 42020.

ARTICLE IV
LOCAL CHARGES

A. Local Charges – Timeliness – This part shall remain in effect until proposed California Code of Regulations, title 18, section 2460 is adopted by the Board and approved by the Office of Administrative Law.

1. Ordinances in effect as of September 1, 2015.
On or after January 1, 2016, a local charge imposed by a local jurisdiction on prepaid mobile telephony services shall be collected from the prepaid consumer by a seller at the same time and in the same manner as the prepaid MTS surcharge is collected under Part 21 (commencing with section 42001) provided that, on or before September 1, 2015, the local jurisdiction enters into a contract with the Board pursuant to section 42101.5. Thereafter, all subsequently enacted local charges, increases to local charges, or other changes thereto, shall become operative pursuant to paragraphs (2), (3), and (4).

2. New charges. When a local jurisdiction adopts a new local charge after September 1, 2015, the local jurisdiction shall enter into a contract with the Board, pursuant to section 42101.5, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year.

3. Increases in local charges. When a local jurisdiction increases an existing local charge after September 1, 2015, the local jurisdiction shall provide the Board written notice of the increase, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year.

4. Inaccurate rate posted on the Board's website. When a local jurisdiction notifies the Board in writing that the rate posted on the Board's Internet Web site (posted rate) for a local charge imposed by that local jurisdiction is inaccurate, including scenarios where the local charge was reduced or eliminated, the recalculated rate applicable to the local jurisdiction shall become operative on the first day of the calendar quarter commencing more than 60 days from the date the Board receives the local jurisdiction's written notification that the posted rate is inaccurate.

A. Local Charges – Timeliness – This part shall take effect and supersede the above "Local Charges – Timeliness section when California Code of Regulations, title 18, section 2460 is adopted by the Board and approved by the Office of Administrative Law.

1. Ordinances in effect as of September 1, 2015. On or after January 1, 2016, a local charge imposed by a local jurisdiction on prepaid mobile telephony services shall be collected from the prepaid consumer by a seller at the same time and in the same manner as the prepaid MTS surcharge is collected under Part 21 (commencing with section 42001) provided that, on or before September 1, 2015, the local jurisdiction enters into a contract with the Board pursuant to section 42101.5.

In the event a local jurisdiction does not enter into a contract with the Board by September 1, 2015, the local jurisdiction may enter into a contract with the Board, pursuant to section 42101.5, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year. Thereafter, all subsequently

enacted local charges, increases to local charges, or other changes thereto, shall become operative pursuant to paragraphs (2), (3), (4) and (5) of this subdivision.

2. New charges. When a local jurisdiction adopts a new local charge after September 1, 2015, the local jurisdiction shall enter into a contract with the Board, pursuant to section 42101.5, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year.

3. Increases in local charges. When a local jurisdiction increases an existing local charge after September 1, 2015, the local jurisdiction shall provide the Board written notice of the increase, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year.

4. Advance written notification. When a local charge is about to expire or decrease in rate, the local jurisdiction imposing the local charge shall notify the Board in writing of the upcoming change, not less than 110 days prior to the date the local charge is scheduled to expire or decrease. The change shall become operative on the first day of the calendar quarter commencing after the specified date of expiration or decrease in rate.

If advance written notice is provided less than 110 days prior to the specified date of expiration or decrease in rate, the change shall become operative on the first day of the calendar quarter commencing more than 60 days after the specified date of expiration or decrease.

5. Inaccurate Rate Posted on the Board's Web site. When a local jurisdiction notifies the Board in writing that the rate posted on the Board's Internet Web site (posted rate) for a local charge imposed by that local jurisdiction is inaccurate, including scenarios where the local charge was reduced or eliminated and the local jurisdiction failed to provide advance written notice pursuant to paragraph 4 of this subdivision, the recalculated rate applicable to the local jurisdiction shall become operative on the first day of the calendar quarter commencing more than 60 days from the date the Board receives the local jurisdiction's written notification that the posted rate is inaccurate. The local jurisdiction shall promptly notify the Board in writing of any such discrepancies with the posted rate that are known or discovered by the local jurisdiction.

ARTICLE V
COMPENSATION

The local jurisdiction agrees to pay the Board its pro rata share of the Board's cost of collection and administration of the local charges, as established pursuant to section 42020, subdivision (e). Such amounts shall be deducted from the local charges collected by the Board for the local jurisdiction.

ARTICLE VI
MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first-class United States Mail. A notification is complete when deposited in the mail. Communications and notices to be sent to the Board shall be addressed to:

State Board of Equalization
P.O. Box 942879 MIC: 27
Sacramento, California 94279-0001

Attention: Supervisor,
Local Revenue Allocation Unit

Communications and notices to be sent to the local jurisdiction shall be addressed to:

City of Modesto
Director of Finance
c/o: Accounts Receivable Division
P.O. Box 642
Modesto, Ca 95353-0642

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on the first day of the calendar quarter next succeeding the date of such approval, but in no case before the operative date of the local jurisdiction's ordinance, nor on a day other than the first day of a calendar quarter. This Agreement shall be renewed automatically from year to year until January 1, 2020, when the Local Charge Act is repealed, unless a statute enacted prior to that date extends that date. In such event, this Agreement will continue to renew automatically from year to year to the date authorized by statute.

STATE BOARD OF EQUALIZATION

APPROVED AS TO FORM:
ADAM U. LINDGREN
City Attorney

By: _____
ADAM U. LINDGREN,
City Attorney

ATTEST:

By: _____
STEPHANIE LOPEZ,
City Clerk

(SEAL)

By _____
Administrator,
Return Analysis and Allocation Section

LOCAL
JURISDICTION City of Modesto

By _____
(Signature on this line)

James N. Holgersson
(Type name here)

City Manager
(Type title here)

CERTIFICATION

I, Adam U. Lindgren am authorized to sign this certification on behalf of the City of Modesto (Insert name of local jurisdiction)

I certify to the following:

Please check all the following that apply to your jurisdiction:

1. ___ **911 Charges/Access to Communication Services** - Ordinance No. ____ of the _____ (Insert name of local jurisdiction) imposes the local charge set forth in the ordinance to prepaid mobile telephony services for access to communication services or to local 911 emergency telephone systems. As required by section 42102.5, the percentage reflecting the rate for access to the local 911 emergency telephone systems or access to communications services is _____.

2. X **Utility User Tax** - Ordinance No. 8-2.904 of the City of Modesto (Insert name of local jurisdiction) imposes the local charge set forth in the ordinance to the consumption of prepaid mobile telephony services. The tiered rate for the utility user tax, as identified in section 42102 is 5.5%.

3. The City of Modesto (Insert name of local jurisdiction) agrees to indemnify and to hold harmless the Board of Equalization (Board), its officers, agents, and employees for any and all liability for damages that may result from the Board's collection pursuant to this agreement.

Executed in the The City of Modesto (Insert name of local jurisdiction) on _____ (Add date).

Printed name Adam U. Lindgren

Title of person City Attorney

Signature _____

8-2.904 - Telecommunication Users' Tax.

(a) There is hereby imposed a tax upon every person in the City using telecommunication services. The tax imposed by this section shall be at the rate of five and eight-tenths percent (5.8%) of the charges made for such services and shall be collected from the service user by the telecommunication services supplier or its billing agent. There is a rebuttable presumption that telecommunication services, which are billed to a billing or service address in the City, are used, in whole or in part, within the City's boundaries, and such services are subject to taxation under this section. There is also a rebuttable presumption that prepaid telecommunication services sold within the city are used, in whole or in part, within the City and are therefore subject to taxation under this section. If the billing address of the service user is different from the service address, the service address of the service user shall be used for purposes of imposing the tax. As used in this section, the term "charges" shall include the value of any other services, credits, property of every kind or nature, or other consideration provided by the service user in exchange for the telecommunication services. The maximum annual telecommunication users' tax payable by any service user for an individual service shall be one thousand five hundred dollars ($1,500.00) for each twelve (12) month period commencing January 1 and ending December 31 of the same calendar year

(b) "Mobile telecommunications service" shall be sourced in accordance with the sourcing rules set forth in the Mobile Telecommunications Sourcing Act (4 U.S.C. Section 124). The Tax Administrator may issue and disseminate to telecommunication service suppliers, which are subject to the tax collection requirements of this article, sourcing rules for the taxation of other telecommunication services, including but not limited to post-paid telecommunication services, prepaid telecommunication services, VoIP, and private communication services, provided that such rules are based upon custom and common practice that further administrative efficiency and minimize multi jurisdictional taxation (e.g., streamlined sales and use tax agreement).

(c) The Tax Administrator may issue and disseminate to telecommunication service suppliers, which are subject to the tax collection requirements of this article, an administrative ruling identifying those telecommunication services, or charges therefore, that are subject to or not subject to the tax of subsection (a) above.

(d) As used in this section, the term "telecommunication services" shall include, but is not limited to, charges for: connection, reconnection, termination, movement, or change of telecommunication services; late payment fees; detailed billing; central office and custom calling features (including but not limited to call waiting, call forwarding, caller identification and three-way calling); voice mail and other messaging services; directory assistance; access and line charges; universal service charges; regulatory, administrative and other cost recovery charges; local number portability charges; and text and instant messaging. "Telecommunication services" shall not include digital downloads that are not "ancillary telecommunication services," such as music, ring tones, games, and similar digital products.

(e) To prevent actual multi-jurisdictional taxation of telecommunication services subject to tax under this section, any service user, upon proof to the Tax Administrator that the service user has previously paid the same tax in another state or city on such telecommunication services, shall be allowed a credit against the tax imposed to the extent of the amount of such tax legally imposed in such other state or city; provided, however, the amount of credit shall not exceed the tax owed to the City under this section.

(f) The tax on telecommunication services imposed by this section shall be collected from the service user by the service supplier. The amount of tax collected in one (1) month shall be remitted to the Tax Administrator, and must be received by the Tax Administrator on or before the twentieth (20th) day of the following month.

(Amended by Ord. 3557-C.S., § 1, effective 12-13-11)

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-312

RESOLUTION AUTHORIZING CITY MANAGER AND DIRECTOR OF FINANCE AND THEIR DESIGNEE(S) TO EXAMINE RECORDS RELATING TO THE CITY'S UTILITY USERS' TAX FOR PREPAID MOBILE TELEPHONY SERVICES COLLECTED BY THE STATE BOARD OF EQUALIZATION

WHEREAS, the Utility Users' Tax Law of the City of Modesto (codified as Article 9, Chapter 2, Title 8 of the Modesto Municipal Code) and the Local Prepaid Mobile Telephony Services Collection Act (California Revenue and Taxation Code Section 42100 et seq.) authorize the imposition and collection of a utility users' tax (UUT) on prepaid mobile telephony services; and

WHEREAS, the City is entering into an agreement with the State Board of Equalization (Board) to perform all functions incident to the administration and collection of the City's UUT on prepaid mobile telephony services in accordance with Revenue and Taxation Code Section 42101.5; and

WHEREAS, the City finds it desirable and necessary that the City Manager and Director of Finance and their designee(s) be authorized to examine confidential prepaid mobile telephony services surcharge and local charge records pertaining to the prepaid mobile telephony services surcharge and local charges collected by the Board for the City pursuant to contract; and

WHEREAS, the Board will make available to City any information that is reasonably available to the Board regarding the proper collection and remittance of the City's UUT by a seller, including a direct seller, subject to the confidentiality requirements of Sections 7284.6, 7284.7 and 19542 of the Revenue and Taxation Code; and

WHEREAS, the City Manager and Director of Finance and their designee(s), shall only use the information obtained by from the Board for purposes related to the collection of City's prepaid mobile telephony services surcharge and local charges ; and

WHEREAS, any third-party designee authorized by City Manager or Director of Finance to examine the Board's records related to the collection of City's prepaid mobile telephony services surcharge and local charges shall meet all of the conditions set forth in Revenue and Taxation Code Section 42110 (b)(2), and any contract with said third-party designee shall be subject to the limitation set forth in Revenue and Taxation Code Section 42103(g); and

WHEREAS, Sections 42110 and 42103 of the Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board of Equalization records and establishes criminal penalties for the unlawful disclosure of information contained in or derived from the prepaid mobile telephony services surcharge and local charge records of the Board.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the City Manager and Director of Finance , and their designee(s) to examine records relating to the City's utility users' tax for prepaid mobile telephony services collected by the State Board of Equalization.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of August, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-313

RESOLUTION ACCEPTING, WITH REGRET, THE RESIGNATION OF ANNETTE RECLUSADO FROM THE CITY OF MODESTO EQUAL OPPORTUNITY/DISABILITY COMMISSION, EFFECTIVE SEPTEMBER 1, 2015

WHEREAS, ANNETTE RECLUSADO was appointed to serve on the Equal Opportunity/Disability Commission, and

WHEREAS, ANNETTE RECLUSADO has tendered her resignation from the Equal Opportunity/Disability Commission effective January 6, 2015, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the resignation of ANNETTE RECLUSADO is accepted with regret.

BE IT FURTHER RESOLVED that the Council of the City of Modesto, on its own behalf, and on behalf of the citizens of this City, hereby expresses its sincere appreciation to ANNETTE RECLUSADO for her service to the community.

The foregoing resolution was introduced in a regular meeting of the Council of the City of Modesto held on the 1st day of September 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki. Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: Stephanie Lopez
STEPHANIE LOPEZ, City Clerk

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-314

A RESOLUTION APPOINTING KEITH COPELAND TO THE EQUAL OPPORTUNITY/DISABILITY COMMISSION AND HUMAN RELATIONS COMMISSION WITH A TERM EXPIRATION OF SEPTEMBER 1, 2017

WHEREAS, Section 1102 of the Charter of the City of Modesto authorizes the City Council to appoint members to various Boards and Commissions, and

WHEREAS, the Appointments Committee met on August 25, 2015, and recommended appointment of KEITH COPELAND to serve jointly on the Equal Opportunity/ Disability Commission and Human Relations Commission.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto as follows:

SECTION I. KEITH COPELAND is hereby appointed to serve jointly on the Equal Opportunity/Disability Commission and Human Relations Commission with a term expiration of September 1, 2017.

SECTION 2. The City Clerk is hereby directed to transmit a copy of this resolution to the reappointed members of the Commissions and the Secretary thereof.

The foregoing resolution was introduced in a regular meeting of the Council of the City of Modesto held on the 1st day of September, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki Mayor Marsh

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-315

RESOLUTION APPROVING A FOURTH AMENDMENT TO THE MASTER AGREEMENT FOR AUDITING SERVICES BETWEEN THE CITY OF MODESTO AND MOSS-ADAMS, LLP IN AN AMOUNT NOT TO EXCEED $295,00 AND AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE THE AMENDMENT TO AGREEMENT

WHEREAS, Section 900 of the Modesto City Charter provides that the City Auditor shall be appointed by and serve at the pleasure of the City Council of the City of Modesto, and

WHEREAS, the City Council desires to amend the Master Agreement for auditing services with the firm of Moss-Adams, LLP extending the term of the Agreement from July 1, 2015 to June 30, 2016, and

WHEREAS, the compensation amount needs to be amended to include an additional amount not to exceed $295,000,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Amendment to the Master Agreement for auditing services with Moss-Adams, LLP.

BE IT FURTHER RESOLVED that the Mayor, or his designee, is hereby authorized to execute the Amendment to the Master Agreement.

BE IT FURTHER RESOLVED that the City Manager is hereby directed to prepare all necessary budget amendments to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 1ST day of September, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-316

RESOLUTION APPROVING A WILL SERVE LETTER AND OUTSIDE SERVICE AGREEMENT BETWEEN THE CITY OF MODESTO AND HABITAT FOR HUMANITY TO CONNECT TO THE CITY OF MODESTO'S EXISTING SEWER SYSTEM FOR THE PROPERTY LOCATED AT 3312 COFFEE ROAD, (APN: 065-013-001), AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SIGN THE WILL SERVE LETTER AND EXECUTE THE AGREEMENT

WHEREAS, Habitat for Humanity owns a single family residence at 3312 Coffee Road which is located outside of Modesto City Limits and inside the City's Sphere of Influence, and

WHEREAS, the owner of the parcel is requesting connection to the City's sewer system, and

WHEREAS, consistent with adopted LAFCO Policy 15, the extension of sewer service is proposed to remedy a health and safety concern for the existing development on the property with a failing septic tank, and

WHEREAS, on November 25, 2014, City Council approved Resolution No. 2014-473 amending City Council Policy 5.002, and

WHEREAS, on December 9, 2014, the City Council approved adoption of Ordinance No.3612-C.S. amending City of Modesto Municipal Code Section 11-1.05, and

WHEREAS both of these amendments included language allowing the City Manager, upon the recommendation of the Director responsible for utility system planning to approve standard agreements of service for extension of sewer services into certain unincorporated areas without City Council approval, and

WHEREAS, the subject parcel located at 3312 Coffee Road is not located within one of those designated areas and therefore requires City Council approval prior to allowing the sewer connection, and

WHEREAS, City staff has completed an analysis and determined that it is reasonable for the City of Modesto to provide sewer service to this property, and

WHEREAS, the sewer connection fees shall be paid and associated permits will be obtained prior to connecting to the City sewer system, and

WHEREAS, the property owner is required to enter into an outside service agreement for sewer service with the City and waive the right to protest annexation into the City, as required for sewer service outside the City limits,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Will Serve Letter and Outside Service Agreement for a property located at 3312 Coffee Road (APN: 065-013-001) in Modesto.

BE IT FURTHER RESOLVED, that the City Manager, or his designee, is hereby authorized to approve the Will Serve letter and execute the Outside Service Agreement.

The foregoing documents were introduced at a regular meeting of the Council of the City of Modesto held on the 1st of September, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-317

RESOLUTION APPROVING A PROJECT TO RENOVATE THE MANCINI BOWL SEATING AREA AT GRACEADA PARK AND CONFIRMING IT AS A PARK PARTNERS PROJECT AND EXEMPT FROM HAVING TO GO THROUGH THE PUBLIC BID PROCESS.

WHEREAS, on February 10, 2015, Council identified seven (7) items to receive funding as "Deferred Maintenance and Investment Opportunities", and

WHEREAS, the City's Park Partners program was identified as one of the opportunities to be funded with a proposed allocation of $100,000, and

WHEREAS, improvements to the Seating Area in the Mancini Bowl at Graceada Park is identified as one of the projects in the Park Partners program, and

WHERAS, on April 14, 2015 Council adopted Resolution No. 2015-109 amending the FY 2014-2015 Capital Improvement Program project Park Partners (100300) budget, allocating $100,000 to this project, and

WHEREAS, staff is utilizing volunteers and monetary or in-kind donations to leverage the completion of the project, and

WHEREAS, this project qualifies as a City of Modesto Park Partners project; the City of Modesto's Charter, Article XIII, Section 1307 allows projects that utilize volunteer or in-kind donations to improve the City's parks and park infrastructure without having to go through the public works bid process.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves renovating the Mancini Bowl Seating Area in Graceada Park and confirms this project as a Park Partners project and is excluded from going through the public works bidding process.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 1st day of September 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-318

RESOLUTION ACCEPTING A LAND AND WATER CONSERVATION FUND GRANT IN THE AMOUNT OF $451,060 AND AMENDING THE FISCAL YEAR 2015-2016 CAPITAL IMPROVEMENT PROGRAM PROJECT TRRP GATEWAY PHASE 2 (100599) BUDGET TO FULLY FUND THE PROJECT

WHEREAS, the City of Modesto received a grant from the Land and Water Conservation Fund in the amount of $451,060 for construction of approximately 4,100 linear feet of trail, pedestrian bridge and observation deck, and

WHEREAS, TRRP Gateway Phase 2 will develop and restore an additional 16.5 acres of the Gateway Parcel, and

WHEREAS, the City has received a Proposition 84 – River Parkways grant in the amount of $2,200,000 to fund construction of TRRP Gateway Phase 2, and

WHEREAS, the grant from the Land and Water Conservation Fund will be utilized to fully fund the construction of the TRRP Gateway Phase 2.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves accepting the funds from the Land and Water Conservation Fund and authorizes the City Manager, or his designee, to execute all documents relating to this grant.

BE IT FURTHER RESOLVED that the Finance Director, or her designee, is hereby authorized to amend the FY2015-2016 Capital Improvement Program budget in order to fully fund the TRRP Gateway Phase 2 (100599) project to increase Land and Water Conservation revenue by $451,060 and reduce Federal Highway Administration by $350,000 per Exhibit A and implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 1st day of September, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By _____
ADAM U. LINDGREN, City Attorney

Exhibit A

Project Name: TRRP Gateway Phase 2

Project Fund: 6710 JPA – TRRP Special revenue Fund - CIP

The Mutli-Year 2015/2016 Operating Budget will be amended as follows:

	Revenues	Increase/(Decrease)	Description
To:	MY-6710-39999-42165-100599	$451,060	Intergov – State – Land and Water Conservation
From:	MY-6710-39999-42015-100599	($350,000)	Intergov – Federal – Federal Highway
		$101,060	Administration (DOT)
	Expenses		
To:	MY-100599-CON-Construction	$101,060	Construction

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-319

RESOLUTION APPROVING THE FINAL MAP OF ROSE VILLAS ONE SUBDIVISION, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A SUBDIVISION AGREEMENT WITH MODESTO MABLE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND AUTHORIZING THE CITY CLERK TO CERTIFY THE FINAL MAP AND RECORD IT WITH THE STANISLAUS COUNTY RECORDER'S OFFICE

WHEREAS, MODESTO MABLE, LLC, a California limited liability company ("SUBDIVIDER"), is in possession of a tract of land situated in the City of Modesto, County of Stanislaus, consisting of 22.57 acres, known as the ROSE VILLAS ONE SUBDIVISION ("SUBDIVISION"), in the Planned Development Zone, P-D 373, and

WHEREAS, a tentative map of said tract was approved by the Planning Commission of the City of Modesto on December 6, 2010, and

WHEREAS, the Secretary of the Planning Commission of the City of Modesto and the City Engineer have certified that the final map of said tract substantially conforms to the approved tentative map, and

WHEREAS, the project is currently under construction and the public improvements have not yet been completed, and

WHEREAS, as required by Section 4-4.605 of the Modesto Municipal Code, the SUBDIVIDER has executed a Subdivision Agreement, and

WHEREAS, the City Engineer of the City of Modesto has certified that the final map of said SUBDIVISION meets all of the provisions of the California Subdivision Map Act and the provisions of the Modesto Municipal Code relating to subdivisions, and the City Surveyor has determined that the map is technically correct, and

WHEREAS, the SUBDIVIDER has furnished securities, as set forth in Section 4-4.605 of the Modesto Municipal Code, which shall secure the obligations set forth in Section 66499.3 of the Government Code of the State of California. Said securities are in forms acceptable to the City Attorney and in the amounts required by the City Engineer,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that said Final Map be approved; that the dedications for public streets and easements as shown thereon within the boundaries of said tract be accepted on behalf of the public for public use; and that the City Manager or designee be authorized to execute the Subdivision Agreement.

BE IT FURTHER RESOLVED that the City Clerk be authorized to certify the map of said tract on behalf of the City of Modesto after the fees and deposits required by the Modesto Municipal Code in amounts determined by the City Engineer have been paid.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 1st day of September, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST:

STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By_____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-320

RESOLUTION AUTHORIZING THE AWARD OF BIDS FOR THE FURNISHING OF ELECTRIC MOTOR REWIND/REBUILD SERVICES FOR THE DEPARTMENT OF UTILITIES, WATER DIVISION TO ANDREWS ELECTRIC AND MACHINE, MODESTO, CA, AS "PRIMARY" CONTRACTOR AND INDUSTRIAL ELECTRICAL CO., MODESTO, CA, AS "SECONDARY" CONTRACTOR, FOR A ONE-YEAR AGREEMENT WITH FOUR (4) ONE-YEAR EXTENSION OPTIONS AT THE SOLE DISCRETION OF THE CITY, AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO ISSUE PURCHASE AGREEMENTS FOR AN ESTIMATED ANNUAL COST OF $88,548, AND OVER FIVE (5) YEARS OF $442,740

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for the furnishing of electric motor rewind/rebuild services, and

WHEREAS, the Purchasing Division issued RFB No. 1415-13 on the City's website under the commodity code for electric motor rewind/rebuild services to eighty-eight (88) prospective bidders, twelve (12) of which were local companies, and

WHEREAS, eight (8) companies chose to download the RFB document, and

WHEREAS, bids were formally opened in the City Clerk's Office. Four (4) companies chose to respond, two (2) of which were local companies, and,

WHEREAS, all four (4) companies that responded provided responsive and responsible bids, and

WHEREAS, to ensure continued services to the City, two (2) purchase agreements shall be awarded, primary and secondary contractor. The secondary position contractor may be awarded a specific job only if the primary contractor is unable to perform the service, or if the primary contractor is unable to complete the specific job within the timeframe required by the City, or if the primary contractor is unable to maintain acceptable quality standards required by the City, and

WHEREAS, based on providing the lowest responsive and responsible bids, City staff recommends the award of bids for the furnishing of electric motor rewind/rebuild services for the Utilities Department, Water Division to Andrews Electric and Machine, Modesto, CA as "primary" contractor and Industrial Electrical Co., Modesto, CA, as "secondary" contractor, for a one-year agreement with four (4) one-year extension options at the sole discretion of the City, for an estimated annual cost of $88,548, and over five (5) years of $442,740, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. The award of bids for the furnishing of electric motor rewind/rebuild services for the Utilities Department, Water Division to Andrews Electric and Machine, Modesto, CA as "primary" contractor and Industrial Electrical Co., Modesto, CA, as "secondary" contractor, conforms to Modesto Municipal Code 8-3.203.

WHEREAS, funds are budgeted in Appropriation Unit: 4100-45050-53150.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of bids for the furnishing of electric motor rewind/rebuild services for the Utilities Department, Water Division to Andrews Electric and Machine, Modesto, CA as "primary" contractor and Industrial Electrical Co., Modesto, CA, as "secondary" contractor, for a one-year agreement with four (4) one-year extension options at the sole discretion of the City.

BE IT FURTHER RESOLVED that the Purchasing Manager, or his designee, is hereby authorized to issue purchase agreements for an estimated annual cost of $88,548.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 1st day of September, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-321

RESOLUTION AUTHORIZING THE AWARD OF BID FOR THE PURCHASE OF TWO (2) TRUCKS WITH ANIMAL CONTROL BODIES FOR THE MODESTO POLICE DEPARTMENT, FIELD OPERATIONS DIVISION THROUGH THE PUBLIC WORKS DEPARTMENT, FLEET SERVICES DIVISION, TO ALBANY FORD, ALBANY, CA, FOR AN ESTIMATED TOTAL COST OF $95,770

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for new vehicles and heavy equipment, through various competitive processes, with the Purchasing Division coming back to Council for award authorization. The two (2) trucks with animal control bodies were included in the new vehicles and heavy equipment list authorized by the City Manager, and

WHEREAS, one unit is replacing a current truck that has been subjected to a thorough evaluation and has met or exceeded the replacement criteria before being placed on the replacement list, and

WHEREAS, the one new additional truck will replace a truck involved in an accident in 2010 and deemed a total loss. The Modesto Police Department decided not to replace the truck at that time. The truck in now needed to support the growth in personnel that new funding has made possible, and

WHEREAS, the Purchasing Division issued RFB 1415-39 for the purchase of two (2) trucks with animal control bodies on the City's website under the commodity code for trucks one-ton or less and trucks with specialized bodies. Two hundred and twenty-seven (227) prospective bidders were noticed online of the bid opportunity. Three (3) of which were local companies, and

WHEREAS, ten (10) companies chose to download the RFB document, and

WHEREAS, bids were formally opened by the City Clerk's office. Four (4) companies chose to respond. One of which was a local company.

WHEREAS, all four (4) companies provided responsive and responsible bids, and

WHEREAS, based on providing the lowest responsive and responsible bid, City staff recommends the award of bid for the purchase of two (2) trucks with animal control bodies, to Albany Ford, Albany, CA, for a total estimated cost of $95,770, and

WHEREAS, sufficient funds are budgeted in Fiscal Year 2015-16, in appropriation units 5409-53246-57003 and 0100-19320-57003, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. The award of bid for the purchase of two (2) trucks with animal control bodies to Albany Ford, Albany, CA, conforms to the Modesto Municipal Code.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of bid for the purchase of two (2) trucks with animal control bodies for the Modesto Police Department, Field Operations Division through the Public Works Department, Fleet Services Division to Albany Ford, Albany, CA.

BE IT FURTHER RESOLVED that the Purchasing Manager or his designee to issue a purchase order for a total estimated cost of $95,770.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 1st day of September, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-322

RESOLUTION AUTHORIZING THE AWARD OF BID FOR THE PRINTING OF THE MODESTO AREA EXPRESS RIDE GUIDE FOR THE DEPARTMENT OF PUBLIC WORKS, TRANSIT DIVISION TO FONG AND FONG PRINTERS AND LITHOGRAPHERS, SACRAMENTO, CA, FOR A ONE-YEAR AGREEMENT WITH FOUR (4) ONE-YEAR EXTENSION OPTIONS AT THE SOLE DISCRETION OF THE CITY, AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO ISSUE A PURCHASE AGREEMENT FOR AN ESTIMATED ANNUAL COST OF $24,345, AND OVER FIVE (5) YEARS OF $121,725

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for the printing of the Modesto Area Express (MAX) Ride Guide, and

WHEREAS, the Purchasing Division issued RFB No. 1415-34 on the City's website under the commodity code for printing services to one-hundred and twenty-three (123) prospective bidders, twenty-three (23) of those companies downloaded the RFB document, twelve (12) of which were local companies, and

WHEREAS, bids were formally opened in the City Clerk's Office. Four (4) companies chose to respond, none of which were local companies, and

WHEREAS, all four (4) companies responding provided responsive and responsible bids, and

WHEREAS, based on providing the lowest responsive and responsible bid, City staff recommends the award of bid for the printing of the MAX Ride Guide for the Department of Public Works, Transit Division to Fong and Fong Printers and Lithographers, Sacramento, CA, for a one-year agreement with four (4) one-year extension options at the sole discretion of the City, for an estimated annual cost of $24,345, and over five (5) years of $121,725, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. The award of bid for the printing of the MAX Ride Guide for the Department of Public Works, Transit Division to Fong and Fong Printers and Lithographers, Sacramento, CA, conforms to Modesto Municipal Code 8-3.203.

WHEREAS, funds are budgeted in Appropriation Unit: 4540-53472-52015.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of bid for the printing of the MAX Ride Guide for the Department of Public Works, Transit Division to Fong and Fong Printers and Lithographers, Sacramento, CA, for a one-year agreement with four (4) one-year extension options at the sole discretion of the City.

BE IT FURTHER RESOLVED that the Purchasing Manager, or his designee, is hereby authorized to issue a purchase agreement for an estimated annual cost of $24,345.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 1st day of September, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-323

RESOLUTION AUTHORIZING THE PURCHASE OF ONE 950M WHEEL LOADER 4WD WITH 3-YARD BUCKET FOR THE UTILITIES DEPARTMENT, SEWER OPERATIONS DIVISION, THROUGH THE PUBLIC WORKS DEPARTMENT, FLEET SERVICES DIVISION, TO HOLT OF CALIFORNIA, STOCKTON, CA, AND AUTHORIZING THE PURCHASING MANAGER OR HIS DESIGNEE TO ISSUE A PURCHASE ORDER FOR A TOTAL ESTIMATED COST OF $274,119

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for new vehicles and heavy equipment, through various competitive processes, with the Purchasing Division coming back to Council for award authorization. The one 950M wheel loader 4WD with 3-yard bucket is included in the new vehicles and heavy equipment replacement list authorized by the City Manager, and

WHEREAS, the current unit has been subjected to a thorough evaluation and has met or exceeded the replacement criteria before being placed on the replacement list, and

WHEREAS, sufficient funds are budgeted in Fiscal Year 2014-15, in account # 5409-53246-57003, and

WHEREAS, the National Joint Powers Alliance (NJPA) went through a competitive bid process for the purchase of heavy construction equipment and issued contract #060311. The most responsive and responsible bidder that met the bid specifications was Holt of California, Stockton, CA. Holt of California is extending the NJPA discount to the City of Modesto, and

WHEREAS, there are no local vendors for this type of equipment. Taking advantage of this process and awarding a contract by "piggybacking" the NJPA contract is an efficient and effective way to purchase one 950M wheel loader 4WD with 3-yard bucket, and saves the time and expense for the City to formally solicit RFB's, and

WHEREAS, Modesto Municipal Code (MMC) Section 8-3.203 generally requires all purchases, which meet or exceed $50,000.00 for material, equipment or contractual services to be formally bid. However, there are exceptions to the rule set forth in the Modesto Municipal Code. One exception, MMC Section 8-3.204(d), is available where the Purchasing Manager, in his or her discretion, determines that a process other than the usual formal bid procedure set forth in MMC Section 8-3.203 will result in procurement for the City at the lowest possible cost commensurate with the desired quality. Acting within his discretion, the Purchasing Manager invoked that exception for this purchase due to the cost savings of staff time and the limited number of competitors. The purchase of one 950M wheel loader 4WD with 3-yard bucket from Holt of California, Stockton, CA, by piggybacking from a competitively bid NJPA contract will conform to both MMC Section 8-3.204(d) and Public Contract Code (PPC) 20118, which authorizes public entities to rely on terms "piggybacking" that have been competitively bid.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the purchase of one 950M wheel loader 4WD with 3-yard bucket for the Utilities Department, Sewer Operations Division through the Public Works Department, Fleet Services Division, piggybacking from a competitively bid contract with the National Joint Powers Alliance (NJPA), to Holt of California, Stockton, CA,

BE IT FURTHER RESOLVED that the Purchasing Manager or his designee to issue a purchase order for a total estimated cost of $274,119.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 1st day of September, 2015, by Councilmember

Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)
APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-324

RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT THAT PROVIDES CERTAIN LESS THAN COUNTY-WIDE FIRE SERVICES BETWEEN STANISLAUS COUNTY AND THE CITY OF MODESTO FOR COUNTYWIDE FIRE INVESTIGATION SERVICES FOR AN ADDITIONAL THREE MONTHS AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AMENDMENT

WHEREAS, on June 10, 2014, the City Council of the City of Modesto approved an agreement ("Agreement") between the City of Modesto and Stanislaus County to provide fire investigation services with a term from July 1, 2014 through June 30, 2015; and

WHEREAS, under the Agreement, the City serves as a contractor to the County providing fire investigation services in exchange for compensation in the amount of $27,500 per month; and

WHEREAS, on June 16, 2015, the Stanislaus County Board of Supervisors adopted a 2015-16 Stanislaus County Fire Authority Business Plan which includes forming a Regional Fire Investigation Unit ("FIU"); and

WHEREAS, additional time is required to develop the Regional FIU and the County wishes to retain the City's fire investigation services in the interim and amend the Agreement to extend its term for an additional three months; and

WHEREAS, this amendment would extend the term of the Agreement to be from July 1, 2014 to September 30, 2015 at a monthly rate of $27,500, and allow the City to submit claims for additional compensation.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an amendment to the agreement that provides certain less than county-wide fire services between Stanislaus County and the City of Modesto for countywide fire investigation services for an additional three months..

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the amendment.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 1st day of September 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-325

RESOLUTION APPROVING SPONSORSHIP OF THE 2016 STANISLAUS COMMUNITY FOUNDATION'S "CONNECTING FOR GOOD" CONFERENCE BY APPROVING THE FREE USE OF MODESTO CENTRE PLAZA AND NECESSARY EQUIPMENT UP TO A MAXIMUM VALUE OF TWO-THOUSAND DOLLARS ($2,000)

WHEREAS, the "Connecting for Good" Conference was established in 2015 by the Stanislaus Community Foundation to promote community partnership and collaboration, and

WHEREAS, the Conference is designed to help local groups and organizations implement projects that benefit local communities, and

WHEREAS, the event falls under the principles of the City of Modesto's Strategic Plan to build Neighborhoods and Community, and

WHEREAS, the Stanislaus Community Foundation has asked the City of Modesto to sponsor the event by providing free use of Modesto Centre Plaza and equipment on May 5, 2016, and

WHEREAS, the estimated cost of this use is two-thousand dollars ($2,000).

NOW, THEREFORE, LET IT BE RESOLVED by the Council of the City of Modesto that it hereby will sponsor the 2016 Stanislaus Community Foundation "Connecting for Good" Conference and provide free use of the Modesto Centre Plaza and required equipment up to a maximum value of two-thousand dollars ($2,000).

The foregoing resolution was introduced at a regular meeting of the council of the City of Modesto on the 1st Day of September, 2015 by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki Mayor Marsh

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-326

RESOLUTION APPROVING THE CITY'S RESPONSE TO THE 2014 - 2015 STANISLAUS COUNTY CIVIL GRAND JURY REPORT "STANISLAUS COUNTY PUBLIC TRANSIT SYSTEMS", CASE 15-02C, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SUBMIT THE RESPONSE TO THE PRESIDING JUDGE OF THE STANISLAUS COUNTY SUPERIOR COURT

WHEREAS, the 2014-2015 Stanislaus Civil Grand Jury issued a report titled Stanislaus County Public Transit Systems", Case 15-02C, and

WHEREAS, the report was forwarded to the Transit Manager by letter dated June 17, 2015, and

WHEREAS, California law requires the City to respond to the findings and recommendations of the Grand Jury's final report, and

WHEREAS, the response is required to be submitted to the Presiding Judge of the Stanislaus County Superior Court no later than ninety (90) days after the Grand Jury submits its final report, and

WHEREAS, City staff has drafted a response to the Grand Jury report as required by State law.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the City's response to the 2014 - 2015 Stanislaus County Civil Grand Jury Report "Stanislaus County Public Transit Systems", Case 15-02C, and authorizes the City Manager, or his designee, to submit the response to the Presiding Judge of The Stanislaus County Superior Court.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 1st day of September, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki Mayor Marsh

NOES: Councilmembers: None

ABSENT: Councilmembers: None

Attest: _____
STEPHANIE LOPEZ, City Clerk

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-327

RESOLUTION APPROVING AN EXEMPTION FOR THE MODESTO JUNIOR COLLEGE SPORTS AND RECREATION FIELDS FROM STAGE II DROUGHT CONTINGENCY PLAN REQUIREMENTS IN THE INTEREST OF AND CONCERN FOR THE HEALTH AND SAFETY OF USERS

WHEREAS, California is in currently entering the fourth consecutive year of drought conditions and most of the state, including the watershed that provides the City of Modesto's water supply, is experiencing exceptional drought conditions, and

WHEREAS, on April 28, 2015 the Modesto City Council, by Resolution 2015-134, approved changes to the Drought Contingency Plan and implemented Stage II water conservation requirements, and

WHEREAS, the Stage II requirements limit watering of turf to twice weekly before 9:00 a.m. and after 7:00 p.m., and

WHEREAS, on May 26, 2015 the Modesto City Council, by Resolution 2015-173, approved exemptions to the Stage II requirements for community sports and recreation fields owned by the City, and

WHEREAS, on July 7, 2015 and July 14, 2015 respectively, the City Council, by Resolutions 2015-237 and 2015-255, also approved similar exemptions for Modesto City Schools and the House Modesto Church for their community sports and recreation fields, and

WHEREAS, Modesto Junior College (MJC) has requested similar exemptions for its sports and recreation fields, and

WHEREAS, based on the water conservation practices that MJC has already implemented, staff recommended the following exemptions be granted to MJC:

MJC sports and recreation fields will be watered within the approved time restrictions on all of the allowed watering days of the Drought Stage II Contingency Plan (Tuesdays, Wednesdays, Saturdays, and Sundays). MJC will not water on the non-watering days of the Contingency Plan (Mondays, Thursdays and Fridays).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an exemption for the Modesto Junior College sports and recreation fields from Stage II Drought Contingency Plan requirements in the interest of and concern for the health and safety of users.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 1st day of September 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-328

RESOLUTION APPROVING A PROTEST DISMISSAL AGREEMENT WITH WESTLANDS WATER DISTRICT AND DEL PUERTO WATER DISTRICT FOR THE CITY OF MODESTO NOTICE OF CHANGE PETITION FILED WITH THE STATE WATER RESOURCE CONTROL BOARD FOR TERTIARY-TREATED WATER, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, as part of the North Valley Regional Recycled Water Program (NVRRWP), the City of Modesto filed a Notice of Change Petition with the State Water Resources Control Board (SWRCB) to allow discharge of tertiary-treated wastewater to the Delta Mendota Canal for irrigation of crops in the Del Puerto Water District (DPWD), and

WHEREAS, the SWRCB noticed the public and received comments on the Notice of Change Petition, and

WHEREAS, the SWRCB received two formal protests regarding the proposed change, one from Turlock Irrigation District and the other from the Westlands Water District (WWD), and

WHEREAS, WWD's concern was that the reduction in Modesto wastewater discharge to the San Joaquin River would result in less water ultimately available in the Delta for use by WWD, and

WHEREAS, expert analysis confirmed that WWD would be minimally impacted by the reduction in wastewater, and

WHEREAS, WWD, DPWD, and the City successfully negotiated and agreed that DPWD would provide WWD additional water from another sources as compensation for the reduction in wastewater discharge to the San Joaquin River, and

WHEREAS, This agreement provides that WWD will not further protest the Notice of Change Petition, and this agreement also advances the NVRRWP, and

WHEREAS, both WWD and DPWD will present this agreement to their Boards next week for approval,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a Protest Dismissal Agreement with the Westlands Water District and Del Puerto Water District for the City of Modesto Notice of Change Petition filed with the State Water Resources Control Board for tertiary-treated wastewater.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Agreement, in substantially the form attached hereto as Exhibit A and as approved by the City Attorney.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 1st day of September 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By_____
ADAM U. LINDGREN, City Attorney

PROTEST DISMISSAL AGREEMENT

The City of Modesto (the "City"), Del Puerto Water District ("Del Puerto"), and Westlands Water District ("Westlands") agree as follows:

A. On January 16, 2015, City filed a petition for change (No. WW0077) (the "Petition for Change") with the State Water Resources Control Board ("SWRCB") as part of the City's participation in the North Valley Regional Recycled Water Project ("NVRRWP").

B. Among other things, the Petition for Change asks the SWRCB to issue an order: (1) adding a new authorized point of discharge at the Delta Mendota Canal for the City's treated wastewater, and (2) adding Del Puerto's service area and several South of Delta CVPIA refuges as authorized places of use for the City's treated wastewater.

C. On February 10, 2015, the SWRCB issued its public notice of the Petition for Change.

D. On March 12, 2015, Westlands filed a protest to the Petition for Change.

E. On July 7, 2015, the City certified an environmental impact report for the NVRRWP (SCH #2014042068) (the "NVRRWP EIR") under the California Environmental Quality Act ("CEQA").

NOW, THEREFORE, in consideration of these recitals and the mutual promises in this Agreement, the City, Del Puerto, and Westlands agree as follows:

1. The preceding recitals are true and correct and are incorporated herein by reference.

2. The City, Del Puerto, and Westlands request that the SWRCB include the following conditions in the SWRCB's order granting the City's Petition for Change:

A. Beginning when the City starts delivering treated wastewater to Del Puerto through the NVRRWP, and continuing through the term of any water sale agreement between the City and Del Puerto for deliveries of treated wastewater through the NVRRWP, Del Puerto will provide 500 acre-feet per year of water to Westlands through the Delta Mendota Canal. The water that Del Puerto will provide to Westlands under this paragraph will be from a source besides the NVRRWP. During the first year of such deliveries, the 500 acre-foot amount will be prorated based on the number of days remaining in the year on the day when the City's deliveries of treated wastewater to Del Puerto through the NVRRWP begins divided by 365. Del Puerto and Westlands will be solely responsible for all contractual, permitting and environmental requirements associated with Del Puerto's providing water to Westlands under this agreement.

B. The amount that Del Puerto must pay the City for treated water delivered through the NVRRWP will not be reduced because Del Puerto must provide water to Westlands under this agreement.

C. Westlands will pay Del Puerto for the water that Del Puerto provides to Westlands under this agreement at the same rate per-acre-foot rate that Del Puerto pays the City for treated wastewater delivered through the NVRRWP.

3. In consideration of City's and Del Puerto's commitments in this Protest Dismissal Agreement and the SWRCB making these additions to the order on the City's Petition for Change, Westlands dismisses its protest to the Petition for Change, and agrees not to make or further pursue any challenges, in any other manner or in any other proceeding or forum, to the NVRRWP, any environmental documents for the NVRRWP, any governmental approvals or permits for the NVRRWP, or the rights of the City and the City of Turlock to provide treated wastewater to Del Puerto through the NVRRWP at up to the maximum rates described in the NVRRWP EIR. If the SWRCB does not make these requested changes, then Westlands may make or further pursue such challenges.

Dated: _____ CITY OF MODESTO

_____
James N. Holgersson
City Manager

Dated: _____ DEL PUERTO WATER DISTRICT

_____
Anthea G. Hansen
General Manager

Dated: _____ WESTLANDS WATER DISTRICT DISTRICT

_____
Thomas W. Birmingham
General Manager

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-329

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE TURLOCK GROUNDWATER BASIN ASSOCIATION (TGBA) FOLLOWING THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THIS MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY

WHEREAS, the TGBA, which oversees the Turlock Sub-basin (Sub-basin), was formed in 1995 in compliance with Assembly Bill (AB) 3030 (Groundwater Management Act, 1992), and

WHEREAS, the overall goal of the TGBA is to ensure that groundwater remains a reliable, safe, efficient, and cost-effective water supply for the local area, and

WHEREAS, the TGBA developed its first basin-wide Groundwater Management Plan in 1997; and the City Council, by Resolution No. 2001-514, approved a MOU with the TGBA to coordinate groundwater management activities within the Sub-basin, and

WHEREAS, in 2002, Senate Bill (SB) 1938 was signed into law modifying the Groundwater Management Act (California Water Code Section 10750 et seq.), resulting in the TGBA preparing an updated Groundwater Management Plan in 2008, and

WHEREAS, the following outlines key tasks and milestones of the Sustainable Groundwater Management Act (SGMA): AB 1739, SB 1168, and SB 1319 (September 2014), collectively known as the SGMA, were signed into law effective January 1, 2015, and

WHEREAS, the SGMA requires: 1) Local agencies with water supply, water management, and/or land use responsibilities are to manage the underlying groundwater in a sustainable manner; 2) Local agencies shall form, before July 2017, Groundwater Sustainability Agencies (GSAs) to manage and regulate the groundwater; 3) GSAs shall

adopt before February 2020 or 2022, depending on whether or not DWR finds the Sub-basin in a condition of critical overdraft, Groundwater Sustainability Plans (GSPs); and 4) GSAs shall achieve groundwater basin sustainability twenty years after their plan is adopted, and

WHEREAS, the purpose of this MOU is to set forth certain items of agreement among the parties to the MOU to move toward SGMA Compliance.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a Memorandum of Understanding with the Turlock Groundwater Basin Association following the Sustainable Groundwater Management Act, substantially in the form attached and as approved by the City Attorney.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute said Memorandum of Understanding on behalf of the City.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 1st day of September 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-330

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MODESTO FORMING THE DOWNTOWN MODESTO COMMUNITY BENEFIT DISTRICT AND LEVYING ASSESSMENT THEREWITH

WHEREAS, the City of Modesto's Community Benefit District Ordinance, Modesto Municipal Code Title 8, Chapter 9 (the "Ordinance") authorizes the City to establish a Community Benefit District ("CBD") for up to 20 years to enhance the security, safety, appearance, and economic viability within such districts; and

WHEREAS, the Ordinance authorizes the City to levy and collect assessments on real property within such districts for the purpose of providing improvements and promoting activities that specially benefit real property within such districts; and

WHEREAS, the Ordinance authorizes the City to use the procedures set forth in the Property and Business Improvement District Law of 1994 (Streets & Highways Code sections 36600 et seq.) (the "PBID Law") as modified by the Ordinance for purposes of forming an assessment district; and

WHEREAS, the Ordinance authorizes the City Council to initiate proceedings to form a CBD upon the submission of a written petition, signed by property owners in the proposed district who will pay more than thirty percent (30%) of the assessments proposed to be levied in connection with such district; and

WHEREAS, such petitions were signed by property owners who will pay more than thirty percent (30%) of the assessments proposed to be levied and provided to the City Council at a City Council Meeting on June 23, 2015; and

WHEREAS, the "Downtown Modesto Community Benefit District 2015 Management District Plan," dated April 24, 2015 and "Downtown Modesto Community Benefit District Engineer's Report," dated April 29, 2015, for the proposed Downtown Modesto CBD has been prepared and contains all of the information required by the Ordinance, including, but not limited to, a description of the boundaries of the proposed CBD, the special benefit improvements and activities and an assessment amount for every parcel within the District; and

WHEREAS, Articles XIIC and XIID of the California Constitution and Section 53753 of the California Government Code (Proposition 218 Omnibus Implementation Act) also impose certain procedural and substantive requirements relating to the notice, protests and hearing requirements pertaining to new or increased assessments; and

WHEREAS, on June 23, 2015 the City Council adopted a Resolution of Intention (Resolution No. 2015-204), A Resolution of the City Council of the City of Modesto Declaring Its Intention to Establish the Downtown Modesto Community Benefit District and to Levy and Collect Assessments Within Said District Pursuant to City of Modesto Municipal Code Title 8, Chapter 9 Pertaining to the Formation of a Community Benefit District, and Calling and Assessment Ballot Proceeding and Establishing a Time and Place for a Public Hearing, approved the Management District Plan and Engineer's Report, and among other things and consistent with the State Constitution and State Government Code, directed the City Clerk to mail ballots to the proposed district property owners and set a hearing date for the purpose of receiving public testimony and tabulating the weighted votes; and

WHEREAS, as directed by the Resolution of Intention, no less than 45-days prior to the public hearing, the City Clerk mailed to 208 record owners of affected parcels a ballot packet, including a notice of public hearing on the formation of the Downtown Modesto CBD, consisting of the ballot with the proposed assessment amount, a copy of the Resolution of Intention and a summary of the Management Plan and other information describing the hearing process as required by Article XIII D, Section 4 of the California Constitution and Government Code Section 53753; and

W H EREAS, a duly noticed public hearing was held by the City Council on September 1, 2015, at 5:30 p.m., or as soon thereafter as the matter could be heard, in the City Council Chambers, City Hall located at 1010 10th Street, Modesto, CA 95354, at which it heard and considered oral and written testimony from all interested persons; and

W HEREAS, the City Council received ballots up to the close of the public hearing and thereafter directed the City Clerk to unseal and tabulate the ballots in a designated location open to the public as required by law; and

W H EREAS, based on the tabulation, the City Council determined that a majority protest, as defined by Article XIII D, Section 4(e) of the California Constitution and Section 53753 of the California Government Code does not exist with respect to the assessment proposed in connection with the Downtown Modesto CBD ; and

W H EREAS, the property within the area of the Downtown Modesto CBD will be benefited by the improvements and activities funded by the assessments levied in connection with the CBD. The assessment against each parcel does not exceed the reasonable cost of the proportional special benefit conferred on that parcel.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY

COUNCIL OF THE CITY OF MODESTO AS FOLLOWS:

Section 1. All of the recitals above are true and correct and incorporated herein.

Section 2. Pursuant to the Ordinance which incorporates provisions of Section 36621 of the PBID Law, the City Council hereby forms the Downtown Modesto CBD.

Section 3. The boundaries, including the exterior of the boundaries, of the Downtown Modesto CBD are set forth in the Downtown Modesto Community Benefit District 2015 Management District Plan (the "Management Plan") which is attached hereto as Exhibit "A" and on file with the City Clerk.

Section 4. The improvements and activities proposed for the Downtown Modesto CBD shall be funded by the levy of assessments on the properties within the CBD boundaries.

Section 5. The proposed activities as set forth in the Management Plan include marketing, District identity, beautification, security, maintenance, administration/corporate operations and an appropriate contingency/reserve. All proposed services and improvements will provide a special benefit to businesses and real property located in the District.

Section 6. The activities of the Downtown Modesto CBD will be funded by a total assessment levied and collected within the proposed Downtown Modesto CBD for fiscal year 2015-2016 of $700,000. Section 7 of the Management Plan sets forth the proposed Downtown Modesto CBD annual assessment amount by Assessor's Parcel Number. The amount to be levied and collected for subsequent years may be increased by

an amount not to exceed five percent (5%) per year in accordance with increases in the Modesto County Consumer Price Index for all urban consumers from February to February.

Section 7. The City Council authorizes the levy of assessments on properties located within the Downtown CBD boundaries, in the amounts as shown in the District Assessment Engineer's Report attached hereto as Exhibit "B".

Section 8. Except where funds are otherwise available, an assessment to pay for all specified improvements and activities within the Downtown Modesto CBD will be levied annually.

Section 9. After the Downtown CBD is formed, new property owners shall not be exempt from the CBD assessment, but shall be assessed the appropriate amount in the prorated format based upon the number of whole months remaining in the assessment period.

Section 10. The properties in the Downtown Modesto CBD established by this Resolution of Formation shall be subject to any amendments of the PBID Law.

Section 11. The levy and assessment that will fund improvements and activities within the CBD will not be used to provide improvements or activities outside of the Downtown Modesto CBD or for any purpose other than the purposes specified i n this Resolution of Formation and the attachments hereto, as modified by the City Council at the public hearing concerning establishment of the CBD.

Section 12. The City council hereby finds that the property within the CBD area will be specially benefitted by the improvements and activities funded by the assessment proposed to be levied.

Section 13. The adoption of this Resolution of Formation and recordation of the notice and map pursuant to Section 36627 of the PBID Law shall constitute the levy of an assessment in each of the fiscal years referred to in the Downtown Modesto Benefit District 2015 Management District Plan.

Section 14. The City Clerk is hereby authorized and directed to record the notice of assessment required by Section 36627 of the PBID Law.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 1st day of September 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Lopez , was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

The Downtown Modesto Community Benefit District 2015 Management District Plan

Final Plan – April 24th, 2015

Formed Under Title 8, Chapter 9 of the City of Modesto Municipal Code

Prepared by:
New City America, Inc.
and
The Downtown Modesto CBD Steering Committee

Corporate Office ▪710 W. Ivy Street ▪ San Diego, CA 92101 ▪ 888-356-2726 ▪ 619-233-5009 ▪ Fax 619-239-7105
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Downtown Modesto
Community Benefit District (CBD)
Management District Plan

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Attachment:

A. Engineer's Report

Section 1
Management District Plan Summary

The name of this Community Benefit District is the Downtown Modesto Community Benefit District (the "CBD"). The District is being formed pursuant of the City of Modesto Community Benefit District formed under [redacted] and hereinafter referred to as the "Ordinance".

Developed by the Downtown Modesto CBD Steering Committee – this Management District Plan is proposed to improve and provide special benefits to individual parcels located within the boundaries of the newly proposed 2015 Downtown Modesto Community Benefit District. The proposed CBD will provide special benefit district improvements and activities, including cleaning, security, beautification, district identity, possible transportation related activities and other special benefit programs to parcels within the boundaries of the proposed district.

The proposed Downtown Modesto CBD serves to improve the individual parcels, attract new customers to their businesses, increase sales, increase occupancies and enhance the benefitting individual parcels within the CBD. The proposed CBD seeks to fund the special benefits that will be provided over the next fifteen years, based upon keeping the greater Downtown Modesto area clean, safe, orderly, attractive, well marketed with special events and programs, and increase commerce within the boundaries.

Boundaries:

The boundaries shall include approximately 47 whole or partial blocks with 318 parcels owned by 214 property owners. See Downtown Modesto Proposed CBD map in Section 2, pages 10 and 11. The District is generally bounded by:

- L Street between both sides of 8th Street and Needham on the northwest,
- Needham Street, between L Street and H Street on the north,
- H Street between 19th Street and 15th Street, and then on G Street from 15th Street to both sides of 8th Street on the southeast; and
- Both sides of 8th Street from G Street to L Street on the southwest;

Budget:

The total first year Downtown Modesto CBD budget based upon assessable individual parcel owners for FY 15/6, will be $ 700,000.00. Please see Section 3 for a breakdown of the categories of special benefit services.

Improvements, Activities and Services of the Downtown Modesto CBD Plan:

There are five basic categories of special benefit services that will be funded by the Downtown Modesto CBD. All of these services will confer a special benefit to the individual parcels within the Downtown Modesto CBD. The categories of special benefits are as follows:

1. ***Sidewalk Operations, Beautification and Order:*** This includes all sidewalk and gutter cleaning services, possible enhance security, sidewalk steam cleaning services, graffiti removal, trash removal, as well as enhanced services to beautify the district. Sidewalk operations services totals $ 425,000 or 61% of the first year annual budget of the new CBD.

2. ***District Identity*:** These services include the branding of the Downtown Modesto area, marketing and promotions, newsletter, public relations, media relations, social media, publicity, special events, website development and maintenance, public space develop and holiday decorations. These services equal $ 150,000 or 21% of the first year annual budget of the new district.

3. ***Enhanced Residential Improvements*:** Though there are currently not any single residential units in the form of condos within the boundaries of the revised district, future condo developments that will be constructed within the CBD boundaries will be assessed to fund their particular special benefits. These special benefit services will include, but are not limited to: enhanced beautification in blocks with a high density of condos, public space development, implementation of pet related services and administrative costs. These assessments will be allocated with the same percentages of the overall budget.

4. ***Program Management and Corporate Operations***: These services equal $97,000 or 14% of the first year annual budget of the new district.

5. ***Contingency/Reserve***. This contingency anticipates a "historic" non-payment rate percentage of 2 to 4%, and any City or County collection fees. This fund equals $28,000 or 4% of the first year annual budget of the new district.

Downtown Modesto CBD FY 2015-16 Budget

PROGRAM OR ACTIVITY FUNDED BY THE DOWNTOWN MODESTO COMMUNITY BENEFIT DISTRICT	APPROXIMATE% OF FIRST YEAR ANNUAL BUDGET	ESTIMATED ANNUAL COSTS
Sidewalk Operations, Beautification and Order	61%	$ 425,000.00
District Identity and Streetscape Improvement	21%	$ 150,000.00
Administration/Corporate Operations	14%	$ 97,000.00
Contingency/City and County Fees/Reserves/Special projects	4%	$ 28,000.00
TOTAL	***100%***	***$ 700,000.00****

**The City, individuals, businesses, and groups that contributed to the investigation and formation costs of the Downtown Modesto CBD shall be entitled to be reimbursed within the first five years of the adoption of the CBD by the City Council. Costs that can be recovered include: (1) The costs of preparation of the management plan and engineer's report required by state law; (2) The cost of circulating and submitting the petition to the City Council seeking establishment of the District; (3) The costs of printing, advertising and the giving of published, posted or mailed notices; (4) Compensation of any engineer or attorney employed to render services in proceedings associated with formation of the Downtown Modesto CBD; and (5) Costs associated with any ballot proceedings required by law for approval of the CBD assessment. Contributions to the investigation and formation effort shall be reimbursed fully in the amount contributed upon receipt of appropriate documentation of the contribution to the new management corporation Board of Directors. The total amount to be reimbursed shall not exceed $70,000.*

This plan proposes percentages for groups of services with the intent that they will provide individual parcels with an understanding of the portion of the budget allocated to fund those services, while simultaneously giving the property owners and businesses an understanding of the proportional benefit they will receive. Demands for prioritization of one special benefit need over another *within the same category* will occur year by year. Supplemental security may be a priority one year, however enhanced sidewalk sweeping and beautification may be a priority another year. Both of these services fall within the same special benefit category or sidewalk operations.

Method of Financing:

The financing of the Downtown Modesto CBD is based upon the levy of special assessments upon real property that receive special benefits from the improvements and activities. See Section 4 for assessment methodology and compliance with Proposition 218. There will be four

factors used in the determination of proportional benefit to the parcels in the CBD. Those four factors are:

- Linear frontage;
- Lot size or the footprint of the parcel;
- Building square footage (excluding parking structures built within the building that predominantly serve the tenants of the building and are not open to the public); and
- Future residential condos that will be constructed within the District.

The following data represents the foundation of the assessments that will generate the revenue to fund the Downtown Modesto CBD: (verified as of April 5th, 2015);

Benefit Zones:

State law and the State constitution, Article XIIID require that special assessments be levied according to the special benefit each individual parcel receives. There is only one proposed under this plan.

Data in the CBD:

Building Square Footage	*Lot Size (square feet)*	*Linear Frontage*
2,632,178	**5,070,262**	**59,911**

Residential Condos: 0 assessable building square footage.
Currently there are no residential condo ddevelopments within the Downtown Modesto CBD boundaries total. When constructed, these future units will be assessed at the rate of $0.20 per square foot for their verifiable building square footage per parcel.

Costs:

Annual assessments are based upon an allocation of program costs by assessable linear frontage (by Benefit Zone), assessable on all sides of the parcels that receive benefit; PLUS lot or parcel square footage; PLUS assessable building square footage, and in the case of residential condos, by building square footage.

Future residential condo owners will be assessed differently since they are, in essence, acquiring air rights with the purchase of their residential condos and linear frontage and lot size will not be relevant to their parcels. This alternate assessment methodology is created to respond to their special needs of homeowners within this growing Downtown district. All four property variables will be used in the calculation of the annual assessment.

The FY 2015-16 year annual assessments per property variable are as follows:

Linear Frontage costs: $7.0938 per linear foot/year

Building Square Footage costs: $0.056987 per square foot/year

Lot Size costs:	$0.024654 per square foot/year
Future Residential Condo costs:	$0.20 per square foot of parcel unit square footage

Cap:

The CBD budget and assessments may be subject to changes in the Consumer Price Index (CPI) for the Stanislaus County Consumer Price Index for all urban consumers from February to February, with annual increases not to exceed 5% (five per cent) per year. Increases will be determined by the Owners' Association/District Management Corporation and will vary between 0% and 5% annually. Changes in land use, development of empty parcels, conversion of tax exempt to profitable land uses, demolition of existing buildings, and creation of new parcels through new building or residential condo development may alter the budget from year to year based upon the changes in the building square footage of an individual parcels. Since linear frontage and lot size normally are not altered in the redevelopment of a site, the only changes realized in the CBD will be through the building square footage. In addition, changes in the budget may occur due to the conversion of single parcels to multiple parcels due to the construction of residential or commercial condos.

Bonds:

The District will not issue any bonds related to any program.

District Formation:

Under the local enabling ordinance, the District formation and modification requires a submission of petitions from property owners representing more than 30% of the total assessments.

Once the City verifies the petitions totaling a minimum of 30% or $ 210,000 in assessment contribution to the District, the Modesto City Council may adopt a **Resolution of Intention** to mail out ballots to all affected property owners. The City will then hold a public hearing and tabulate the mail ballots. The Downtown Modesto CBD will be formed if the weighted majority of all returned mail ballots support the District formation and if the City Council adopts a resolution of formation to levy the assessments on the benefiting parcels. At this point, that public hearing is scheduled for Tuesday, July 28th, 2015.

Disestablishment:

California State Law, Section 36670 provides for the disestablishment of a District. Provisions for annual disestablishment of the CBD are provided for in the local Modesto CBD ordinance. Property owners dissatisfied with the results, management or quality of the services may petition the City Council to disestablish the CBD, in the same method in which they petitioned the City Council to establish the District.

Section 36670 states:

> *(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention."*

Unexpended surplus funds will be returned to property owners based upon each parcels percentage contribution to the previous fiscal year's assessments if the District is not renewed.

Time and Manner for Collecting Assessments:

The Downtown Modesto CBD assessments will appear as a separate line item on annual property tax bills prepared by the County of Stanislaus. The assessments shall be collected at the same time and in the same manner as for the ad valorem property tax paid to the County of Stanislaus. These assessments shall provide for the same lien priority and penalties for delinquent payment as is provided for the ad valorem property tax.

Any delinquent assessments owed for the first year will be added to the property tax roll for the following year together with any applicable interest and penalties. The "property owner" means any person shown as the owner/taxpayer on the last equalized assessment roll or otherwise known to be the owner/taxpayer by the City.

Government Assessments:

The Downtown Modesto CBD Management Plan assumes that the City of Modesto, the Successor Agency, Stanislaus County, the County Education Department and other government entities will pay assessments for the public property within the boundaries of the District. Article XIII D, Section 4 of the California Constitution was added in November of 1996 to provide for these payments.

Parcels owned by the City of Modesto, controlled by the Successor Agency, the State of California, the Stanislaus County shall receive benefits, commensurate with the assessments paid into the Downtown Modesto CBD. The publicly owned parcels are presumed to benefit equally to the privately owned parcels for the sidewalk and administrative special benefits provided, *however City, County and County School District parcels shall be exempt from assessments on their building square footage since they will not derive benefit from the "District Identity" special benefit services, (see Section 3, page 15).*

Duration:

The Downtown Modesto CBD shall have a fifteen-year term which shall commence on December 1st, 2015 and expire on November 30th, 2030, with operations winding down by November 30th, 2030, unless the district is renewed by the CBD property owners through a new assessment ballot proceeding in 2030.

Governance:

Pursuant to the City of Modesto Community Benefit District Ordinance and Section 36600 of the California Streets and Highway Code, a District Management Corporation or Owners' Association, will review District budgets and policies annually within the limitations of the Management District Plan. The Management Corporation will file Annual Reports with the City of Modesto (City) and will oversee the day-to-day implementation of services as defined in the Management District Plan. Section 36614.5 states:

> *The "Owners' association" means a private nonprofit entity that is under contract with a city to administer or implement activities and improvements specified in the management district plan. An owners' association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners' association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose."*

Section 2
Downtown Modesto Community Benefit District Boundaries

Boundaries: The following text will define the boundaries of the Downtown Modesto CBD.

- **Northwest boundary**: Starting at parcel 104-008-08 at the southeast corner of the intersection of 8th Street and L Street (including all of the parcels on the east side of L Street) and running northeast to the corner of 15th Street and L Street, parcel number 105-010–16;

- **North Boundary:** Starting at parcel 105-010-16 at the southeast corner of the intersection of Needham and L Street and running eastward (including all of the parcels on the south side of Needham) to the parcel 105-001–13 at the southwestern corner of the intersection of 19th Street and Needham Street/Downey Avenue and H Street;

- **Southeastern Boundary**: Starting at parcel 105-001–14 and running southwest to the intersection of 15th Street (including only the parcels on the west side of the street), running one block southeast (including parcels on the south side of 15th Street only) to the parcel at the southwestern corner of the intersection of 15th Street and G Street, and then continuing in a southwesterly direction (including only the parcels on the west side of G Street) and terminating intersection of 8th Street and G Street., ending at parcel 103-003-06.

- **Southwestern Boundary:** Starting at the parcel 103-003–6 at the southwestern corner of 8th Street and G Street, running in a northwesterly direction (to include all of the parcels on the north side of 8th Street) and terminating at the corner of 8th Street and L Street, parcel number 104-008–8.

Modesto District 3/2/2015
LEGEND
District Boundary
District Parcels
Parcel NOT Included
NEW CITY
105001
105002
105003
105004
105005
105006
105007
105008
105009
105010
105011
105012
105013
105014
105015
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104003
104004
104005
104006
104007
104008
106014
106015
106027
106028
106041
106042
103001
103003
KIMBLE ST
SEMPLE ST
JOHNSON ST
LEE ST
GRANT ST
JONES ST
MC HENRY AVE
ELMWOOD AVE
MAGNOLIA AVE
SYCAMORE AVE
PARK AVE
POPLAR AVE
HACKBERRY AVE
VIRGINIA AVE
ORANGE AVE
OLIVE AVE
NEEDHAM ST
BURNEY ST
COMMERCIAL PL
N WASHINGTON ST
S WASHINGTON ST
N JEFFERSON ST
S JEFFERSON ST
N MADISON ST
S MADISON ST
ELM ST
LAUREL ST
LINDEN ST
LOCUST ST
MAZE BLV
MAPLE ST
OAK ST
PINE ST
KANSAS AVE
BEECH ST
LAUREL AVE
HWY 99
HWY 99
N 6TH ST
N ST
O ST
M ST
K ST
9TH ST
7TH ST
6TH ST
5TH ST
4TH ST
3RD ST
2ND ST
10TH ST
11TH ST
12TH ST
15TH ST
16TH ST
17TH ST
18TH ST
19TH ST
E ST
F ST
G ST
YOSEMITE BLV

Section 3
District Improvement and Activity Plan

Process to Establish the Improvement and Activity Plan/Outreach Efforts:

Since summer of 2014 business and property owners in Downtown Modesto have met to discuss the advantages of creating this downtown special benefits district. An initial survey was sent to every property owner in the proposed CBD area in the summer of 2014 to ascertain their level of conceptual support for the establishment of this assessment district and obtain information regarding the type of enhanced services they were interested in receiving. The survey information was instrumental in determining the services to be delivered by the CBD.

Priority Special Benefit Services – According to the Survey and CBD Steering Committee discussions:

1. *Improving the image of Downtown, the overwhelming majority of survey respondentsbelieved that the image of Downtown Modesto is highly problematic stating that Downtown is "relatively safe, but suffers an image as an unsafe district";*
2. *Responding to the issues that arise from street people, homeless and panhandling issues;*
3. *Supporting property owner marketing and promotions campaign to bring new business and attract new tenants;*
4. *Supporting planting, trimming and maintenance of trees, flowers and shrubs throughout the Downtown area to beautify the community;*
5. *Supporting sidewalk and curb sweeping, and enhanced trash receptacle emptying over and above City services;*
6. *Supporting public relations and social media programs to improve the image of Downtown;*
7. *Supporting property owner funded special events and branding efforts to improve the identity and bringing positive attention to the Downtown*

Numerous public meetings have been held with the Downtown Modesto CBD Steering Committee. Public meeting dates follow:

- August 1st, 2014
- Sept. 3rd, 2014
- October 8th, 2014
- November 19th, 2014
- December 10th, 2014
- January 21st, 2015
- Feb. 11th, 2015
- March 4th.2015
- May 6th, 2015

Marco Li Mandri of New City America also met with Josh Bridegroom of the City Manager's office and many property owners individually, the City Attorney and City staff throughout this process.

Explanation of Special Benefit Services:

All of the improvements and activities detailed below are provided only to properties defined as being within the boundaries of the Downtown Modesto CBD, as the improvements and activities will provide special benefit to the owners of those properties. No improvements or activities will be provided to properties outside the Downtown Modesto CBD boundaries.

The City will continue to provide services from the general fund to the Downtown which will include public safety, street tree trimming, street sweeping, trash collection of public refuse containers, etc. The frequency of these general benefits may change from year to year and time to time based upon budget constraints. However, City general benefits will not be withdrawn from the Downtown Modesto CBD unless they are withdrawn by an equal amount City wide. ***The CBD funded special benefits will not replace City funded general benefits, but rather will provide special benefits to parcel owners over and above the general benefits provided by the City of Modesto.***

All services funded by the assessments outlined in the Management District Plan are intended to directly benefit the property, business owners and residents within this area to support increased commerce, business attraction and retention, retain and increase commercial property rentals, enhanced safety and cleanliness in the CBD, improved district identity, and eventually fund specialized beautification and enhanced services for the condo residential unit parcels within the District.

The total improvement and activity plan budget for FY 2015-16, which is funded entirely by property assessments within the CBD boundaries, is projected to be $ 700,000.00. The costs of providing each of the budget components was developed from actual experience obtained in reviewing these same services in similar districts throughout the State of California.

Based upon the survey of property owners, as well as the discussions held in the eight CBD Steering Committees held since August 2014, the Committee has prioritized the following categories of special benefit services for the new CBD. The categories of special benefit services set forth the intent of the budget category, but also gives the new District Management Corporation the flexibility to allocate the services based upon the changing needs of the District from year-to-year within each budgeted category.

Improvements Activities and Services of the Downtown Modesto CBD Plan:

There will be four basic categories of special benefit services that will be funded within the Downtown Modesto CBD. All of these services are designed to confer a special benefit to the individual parcels within the Downtown Modesto CBD over and above the general benefits they are currently receiving. The categories of special benefits are as follows:

Table 3 - A
First Year Downtown Modesto CBD Special Benefit Service Budget

PROGRAM OR ACTIVITY FUNDED BY THE DOWNTOWN MODESTO COMMUNITY BENEFIT DISTRICT	APPROXIMATE% OF FIRST YEAR ANNUAL BUDGET	ESTIMATED ANNUAL COSTS
Sidewalk Operations, Beautification and Order	61%	$ 425,000.00
District Identity and Streetscape Improvement	21%	$ 150,000.00
Administration/Corporate Operations	14%	$ 97,000.00
Contingency/City and County Fees/Reserves/Special projects	4%	$ 28,000.00
TOTAL	***100%***	***$ 700,000.00****

**The City, individuals, businesses, and groups that contributed to the investigation and formation costs of the Downtown Modesto CBD shall be entitled to be reimbursed within the first five years of the adoption of the CBD by the City Council. Costs that can be recovered include: (1) The costs of preparation of the management plan and engineer's report required by state law; (2) The cost of circulating and submitting the petition to the City Council seeking establishment of the District; (3) The costs of printing, advertising and the giving of published, posted or mailed notices; (4) Compensation of any engineer or attorney employed to render services in proceedings associated with formation of the Downtown Modesto CBD; and (5) Costs associated with any ballot proceedings required by law for approval of the CBD assessment. Contributions to the investigation and formation effort shall be reimbursed fully in the amount contributed upon receipt of appropriate documentation of the contribution to the new management corporation Board of Directors. The total amount to be reimbursed shall not exceed $70,000.*

The following categories of special benefit services shall only be provided to parcels within the District.

SIDEWALK OPERATIONS, BEAUTIFICATION, ORDER :

61%

Examples of these special benefit services and costs may include, but are not limited to:

- Regular sidewalk and gutter sweeping
- Regular sidewalk steam cleaning
- Beautification of the district;
- Enhanced trash emptying (over and above city services)
- Timely graffiti removal, within 24 hours as necessary
- Tree and vegetation maintenance (over and above city services)
- Special events maintenance and set up
- Maintenance of existing and new public spaces
- Hanging plants, planting flowers throughout the district;
- Possible private security and/or camera system

DISTRICT IDENTITY AND STREETSCAPE IMPROVEMENTS:

21%

Examples of these special benefit services and costs may include, but are not limited to:

- Web site development and updating;
- App development;
- Management and coordination of special events
- Social media
- Public relations firm
- Holiday and seasonal decorations
- Branding of Downtown Modesto so a positive image is built
- Banner programs
- Public art displays
- Downtown landmark sign and maintenance
- Logo development
- Public space design and improvements
- Signage

ENHANCED RESIDENTIAL CONDO UNIT IMPROVEMENTS: (currently don't exist) **$ 0**

Examples of these special benefit services and costs may include, but are not limited to:

Future residential condos built within the boundaries of the Downtown Modesto CBD will be assessed separately due to their unique parcel status and special benefit needs in the district. Residential condos blocks will have the following special benefit services conferred on the frontage their parcels. These services in the future will include, but will not be limited to:

- Installation, stocking and upkeep of pet waste distribution stations on the frontages adjacent to the high concentrations of residential condo individually assessed parcels;

- Enhancement and beautification of sidewalks on the frontages adjacent to the high concentrations of residential individually assessed parcels;
- Installation of hanging plants, and enhanced upkeep in the sidewalks surrounding these frontages adjacent to these residential condos;
- Other services requested by the residents that confer special benefit to the areas directly adjacent to the parcels with high concentrations of residential condos;
- Proportional share of the Administrative and Contingency costs to cover the oversight of the Enhanced beautification special benefit services.

ADMINISTRATION AND CORPORATE OPERATIONS: **$ 97,000** **14 %**

Examples of these special benefit services and costs may include, but are not limited to:

- Staff and administrative costs
- Directors and Officers Insurance
- Office related expenses
- Rent
- Financial reporting and accounting
- Legal work

CONTINGENCY/CITY AND COUNTY FEES/RESERVE:

$28,000 **4%**

Examples of these special benefit services and costs include, but are not limited to:

- Delinquencies
- City Fees
- County fees
- Reserves

Fifteen-Year Operating Budget:

A projected fifteen-year operating budget for the Downtown Modesto CBD is provided below. The projections are based upon the following assumptions:

- Assessments will be subject to changes in the Stanislaus County Consumer Price Index (CPI), with annual increases not to exceed 5% per year.
- Increases will be determined by the District Management Corporation and in no case shall annual increases exceed 5% per year.

The budget for specific programs may be reallocated within the categories by up to 10% of each budget category. The Management Corporation Board may alter the budget based upon service needs and such changes shall be included in the Annual report and submitted to the Modesto City Council for review and approval.

Table 3 – B

Fifteen-Year Projection of Maximum Assessment for the Downtown Modesto CBD

	FY1	FY2	FY3	FY4	FY5	FY6	FY7
Sidewalk Operations, Beautification and Order	$425,000.00	$446,250.00	$468,562.50	$491,990.63	$516,590.16	$542,419.66	$569,540.65
District Identity	$150,000.00	$157,500.00	$165,375.00	$173,643.75	$182,325.94	$191,442.23	$201,014.35
Administration	$97,000.00	$101,850.00	$106,942.50	$112,289.63	$117,904.11	$123,799.31	$129,989.28
Contingency	$28,000.00	$29,400.00	$30,870.00	$32,413.50	$34,034.18	$35,735.88	$37,522.68
Total	**$700,000.00**	**$735,000.00**	**$771,750.00**	**$810,337.50**	**$850,854.38**	**$893,397.09**	**$938,066.95**

	FY8	FY9	FY10	FY11	FY12	FY13	FY14	FY15
Sidewalk Operations, Beautification and Order	$598,017.68	$627,918.56	$659,314.49	$692,280.22	$726,894.23	$763,238.94	$801,400.89	$803,308.98
District Identity	$211,065.06	$221,618.32	$232,699.23	$244,334.19	$256,550.90	$269,378.45	$282,847.37	$283,520.82
Administration	$136,488.74	$143,313.18	$150,478.84	$158,002.78	$165,902.92	$174,198.06	$182,907.97	$183,343.46
Contingency	$39,398.81	$41,368.75	$43,437.19	$45,609.05	$47,889.50	$50,283.98	$52,798.18	$52,923.89
Total	**$984,970.30**	**$1,034,218.81**	**$1,085,929.75**	**$1,140,226.24**	**$1,197,237.55**	**$1,257,099.43**	**$1,319,954.40**	**$1,323,097.15**

Notes:

- Assumes a 5% yearly increase on all budget items.
- Any accrued interest or delinquent payments will be expended in the above categories.
- Residential condo assessments are zero for the first year, and to be determined when the first residential condos are actually built in Downtown

Section 4
Assessment Methodology

The Downtown Modesto CBD is a property-based special benefit assessment district being established pursuant to the Modesto Community Benefit District enabling ordinance adopted in April 2015 by the Modesto City Council. Due to the special benefit nature of assessments levied within a CBD, program costs are to be distributed amongst all identified specially benefited properties based on the proportional amount of special program benefit each property is expected to derive from the assessments collected.

The ordinance refers to the requirement that relative "benefit" received from CBD funded programs and activities be used to determine the amount of assessment paid. Only those properties expected to derive special benefits from CBD funded programs and activities may be assessed and only in an amount proportional to the relative special benefits expected to be received.

As stipulated by Proposition 218, assessment district programs and activities confer a combination of general and special benefits to properties, but the only program benefits that can be assessed are those that provide special benefit to the assessed properties. Special Benefit" as defined by the California State Constitution means "*a particular and distinct benefit over and above general benefits conferred on real property located in the District or to the public at large*". For the purposes of this analysis, "General Benefits" are benefits from the provided within Downtown Modesto that are not special in nature, are not "particular and distinct" and are not over and above the benefits that other city parcels receive.

General benefits are not restricted to benefits conferred only on persons and property outside the assessment district, but can include benefits both conferred on real property located in the district or to the public at large. "At large" means not limited to any particular person – and means all members of the public - including those who live, work, and shop within the district - and not simply transient visitors.

The property uses within the boundaries of the proposed Downtown Modesto CBD which will receive special benefits from CBD funded programs and services, are currently a mix of retail, service, office, religious, residential and parking. Services, programs and improvements provided by the Downtown Modesto CBD are primarily designed to provide special benefits to identified parcels within the boundaries of the District.

There are five basic categories of special benefit services that will be funded by the Downtown Modesto CBD. All of these services will confer a special benefit to the individual parcels within the Downtown Modesto CBD. The categories of special benefits are as follows:

1. ***Sidewalk Operations, Beautification and Order (SOBO):*** This include, but are not limited to: all sidewalk and gutter cleaning services, sidewalk steam cleaning services, graffiti removal, trash removal, as well and beautifying the district. This category of the budget will be allocated $ 425,000 or 61 % of the first year budget to fund its services.

2. ***District Identity and Streetscape Improvement (DISI):*** These services include, but are not limited to: the branding of the commercial and residential parcels Downtown including: marketing and promotions, newsletter, public relations, media relations, social media, publicity, special events, lighting, website development and maintenance, public space develop and holiday decorations. This category of the budget will be allocated $ 150,000 or 21% of the budget to fund these services.

3. ***Enhanced Residential Condo Services:***
   Future residential condos built within the boundaries of the Downtown Modesto CBD will be assessed separately due to their unique parcel status and special benefit needs in the district. Residential condos blocks will have the premium special benefits conferred on their parcels but will also have extra residentially related services provided.

4. ***Administration/Management Services***: This category of the budget will be allocated $97,000 during the first year, or 14 % of the first year budget.

5. ***Contingency/Reserve.*** This contingency anticipates a non-payment rate percentage of 2 to 5%, and any City or County collection fees. This category of the budget will be allocated $ 28,000.00 or approximately 4% of the first year annual budget of the new Downtown Modesto CBD.

Parcels that receive these programs, services and improvements attract more customers, employees, tenants and investors as a result of these programs, services and improvements, thereby increasing business volumes, sales transactions, occupancies, rental income and return on investments and for future residents, make this Downtown more walkable, attractive and livable. These benefits are particular and distinct in that they are not provided to non-assessed parcels within or outside of the District. Because these programs, services and improvements will only be provided to each individual assessed parcel within the Downtown Modesto CBD boundaries, these programs, services and improvements will constitute "special benefits".

Existing City of Modesto services will not be replaced or duplicated, by Downtown Modesto CBD funded services. The very nature of the purpose of this District is to fund supplemental programs, improvements and services within the Downtown boundaries above and beyond what is being currently funded either via normal tax supported methods or other funding sources. All benefits derived from the assessments to be levied on parcels within the Downtown CBD are for services, programs and improvements directly benefiting each individual parcel within this area and support increased cleanliness, commerce, business attraction and retention, increased commercial property rental income and improved District

identity. No CBD funded services, activities or programs will be provided beyond the CBD boundaries.

While every attempt is made to provide CBD services and programs to confer benefits only to those identified assessed parcels within the district, the California State Constitution was amended via Proposition 218 to stipulate that general benefits exist, either by design or unintentionally, in all assessment districts and that a portion of the program costs must be considered attributable to general benefits and assigned a value. General benefits cannot be funded by assessment revenues. General benefits might be conferred on parcels within the District, or "spillover" onto parcels surrounding the District, or to the public at large who might be passing through the District with no intention of transacting business or residing within the District or interest in the District itself. Empirical assessment engineering analysis throughout California has found that general benefits within a given similar special benefits districts tend to range from 1-5% of the total costs. There are three methods that have been used by the Downtown CBD Assessment Engineer for determining general and special benefit values within assessment districts:

(1) The parcel by parcel allocation method
(2) The program/activity line item allocation method, and
(3) The composite district overlay determinant method.

A majority of PCBDs and CBDs in California for which this Assessment Engineer has provided assessment engineering services since the enactment of Proposition 218, have used Method #3, the composite district overlay determinant method which will be used for this CBD. This method of computing the value of general benefit involves a composite of three distinct types of general benefit – general benefit to assessed parcels within the District, general benefit to the public at large within the District and general benefit to parcels outside the District.

Downtown Modesto CBD Programs and Improvements

The total special and general benefit program activities and budget allocations that will be provided to each individual parcel assessed in the proposed Downtown Modesto CBD are shown in the chart below:

Total Year 1 – 2016 - Special + General Benefit Revenue

Service	YR 1 - 2016 Assessment Allocation	YR 1 - 2016 Non-Assessment Allocation	YR 1 - 2016 Total Allocation	% of Total
Sidewalk Operations	$ 425,000	$ 8,673	$ 433,673	61 %
District Identity	$ 150,000	$ 3,061	$ 153,061	21%
Administration	$ 97,000	$ 1,981	$ 98,981	14%
Contingency/Reserves	$ 28,000	$ 571	$ 28,571	4%
Total	**$700,000.00**	**$ 14,286**	**$ 714,286.00**	**100%**

All program costs associated with general benefits will be derived from sources or credits other than CBD assessments. Sample "other" revenue sources can be derived from special events, grants, volunteer hours and must simply equal a total of $ 14,286 per year which would equal the general benefit cost of 2% of the computed total CBD cost of $ 714,286.00 from the Table above. Here, program costs spreading variables include linear frontage, lot or parcel size and building square footage, and residential condo parcels. The following data represents the foundation of the assessments that will generate the revenue to fund the Downtown Modesto CBD: (verified as of April 5th, 2015);

Benefit Zones:

State law and the State constitution, Article XIIID require that special assessments be levied according to the special benefit each individual parcel receives. There is only one benefit zone in the proposed Downtown Modesto CBD.

Data in the CBD:

Building Square Footage	*Lot Size (square feet)*	*Linear Frontage*
2,632,178	**5,070,262**	**59,911**

Assessment District Revenue Generation in Fiscal Year 2016 from each assessable property variable:

Linear Frontage	$ 425,000	61%
Building Square Footage:	$ 150,000	21%
Lot Square Footage:	$ 125,000	18%
Residential Condos Unit Square Footage:	$0	0%
Total:	**$ 700,000.00**	**100%**

First Year Annual Costs:

The Downtown Modesto CBD FY 2016 year annual assessments per property variable are as follows:

Property Variable	*First Year Annual Costs*
Linear Frontage	$ 7.0938 per linear foot/year
Building Square Footage	$ 0.056987 per square foot/year
Lot Size	$0.024654 per square foot/year
Residential Condominiums	$0.20 per square foot

Proportional Allocation of Assessments to Benefiting Property Owners
Generation of assessments which fund categories of special benefit services.

Program	*Funded by Property Variable Assessment*	*Approximate Amount First Year Budget - %*
Sidewalk Operations, Beautification and Order *sidewalk and gutter cleaning, landscaping, steam cleaning, public space maintenance*	Funded by approximately 100% of the linear frontage assessments *Residential Condo assessments will pay for services in the same proportion as allocated in the budget*	$ 425,000 – 61% (the Board decides how this amount will be allocated month by month, prioritizing services and proportionally allocating per benefit zones based upon payments made)
District Identity and Streetscape Improvements *(Marketing, promotions, website, social media, events, business attraction, public space design)*	Funded by approximately 100% of the building square footage *Residential Condo assessments will pay for services in the same proportion as allocated in the budget*	$ 150,000 – 21%
Administration/ Corporate Operations Administration, outreach to public agencies, community relations, office rent, supplies, insurance, legal	Funded by Lot Size assessments *Residential Condo assessments will pay for services in the same proportion as allocated in the budget*	$ 97,000 – 14 %
Contingency	Funded by Lot size assessments *Residential Condo assessments will pay for services in the same proportion as allocated in the budget*	$ 28,000 4 %
Total for all Special Benefit Services		***$ 700,000.00***

Linear Frontage Defined:
Individual parcels will be assessed for all sides of each parcel fronting on a public street. Alley frontage is not assessed. Each side of the parcel (excluding alley areas) will receive Sidewalk Operations special benefit services based upon the frequency of services articulated in this plan, linear front footage data was obtained from the County Assessor's parcel maps.

Building Square Footage Defined:
Building square footage is defined as gross building square footage throughout the Downtown Modesto CBD. The percentage of building square footage that is dedicated to private or internal tenant parking needs may be deducted from the gross building square footage. Only parking structures that are open to the public and charge fees to the general public on a regular basis will have their building square footage assessed as any other commercial building. Apartment buildings within the boundaries of the Downtown Modesto CBD will be assessed as commercial buildings since there is a landlord/tenant relationship in that property. Under this plan, City, County, Successor Agency and County Education owned parcels will pay assessments on their linear frontage and lot size, but will be exempted from assessments on building square footage since they will not derive special benefit from the District Identity services outlined in Section 3, page 15.

Lot Square Footage Defined:
Lot square footage is defined as the total amount of area within the borders of the parcel. The lot square footage of a parcel has been verified by the County Assessor's parcel maps.

Commercial Condominium Parcels Defined:
Ground floor commercial condominiums will be treated as independent "mini" commercial buildings and assessed based on their actual building square footage, the footprint of land they cover or lot size of the commercial condo, and the amount of direct primary street frontage on the exterior of the building. Ground floor commercial condominiums will pay 100% of the special benefits for the assessment, based upon which benefit zone they are within.

Future Residential Condo Unit Parcels Defined:
Future residential condo units building square footage is defined as the livable building square footage within the walls of the condo residential unit parcel. They are included in a special zone to designate their unique special benefits relative to the other commercial parcels within the Downtown Modesto CBD. Unlike the other commercial parcels in the district, including commercially operated apartment buildings, residential condo parcels are assessed for building square footage only, and are not assessed for linear frontage and lot square footage.

Future residential condo individually assessed parcels are assessed as a separate category. These future residential condo individual parcels will be assessed *for their building square footage only at the rate of* $0.20 per square foot per year, commencing the first year of their completion. The rationale for assessing future residential condos only for the building square footage rate is provided below.

Future residential condo individually assessed parcels are assessed differently than multi-unit, for-rent apartment buildings, due to the frequency of special benefit services required by each parcel as described below. The multi-unit apartment buildings are commercial properties in which the tenant and landlord have an economic relationship as opposed to residential condo buildings where individual property owners own separate "air space parcels" on a single floor. Future residential apartment buildings can be bought or sold just as like commercial buildings whereas residential condo individual units are separately owned and must be individually bought and sold.

Distinctions between residential apartment buildings with tenants and residential condominium building with individual parcel owners are as follows:

1. *The Davis Sterling Act establishes rules and regulations for residential condo owners based upon "separate interests" (i.e. ownership rights), as opposed to renters who only have a possessory interest.*
2. *Generally, residential condo unit owners demonstrate greater care for their property and concerns about quality of life issues due to their investment in real estate.*
3. *Residential owners and have the right to vote in a Proposition 218 hearing, tenants do not have that right.*
4. *Residential condo owners are required to contribute to a legally established Homeowners Associations to oversee building maintenance, tenants are not.;*

The assessment methodology has been written to confer special benefits to future residential condo individual assessed parcels since future residential condo owners have unique investment backed expectations about the care and maintenance of the building and its surroundings compared to the interest of residential tenants who have a possessory not an ownership interest. The future residential condos' special assessment methodology ensures that a fund will be established to maintain high levels of special benefit services that apply directly and proportional to the blocks that demand virtually seven days per week, 365 days per year special benefits.

Exemptions:

No benefitting parcels, regardless of taxable or tax-exempt property tax status, will be exempt from the assessments funding the special benefit services of the Downtown Modesto CBD. Special benefit services will not be provided to any parcels outside of the boundaries of the district. Publicly owned property will be assessed the same as privately owned parcels except that the County, County School District and City parcels shall not pay for District Identity services funded by their building square footage assessments. The County, County School District and City parcels will not derive the benefits of increased rents, business attraction or redevelopment potential from such special benefit services. We believe that this analysis is consistent with the "proportional benefit requirements outlined in Article XIII of the state constitution.

Single family residential land uses, in the form of single family homes on independent parcels, within the boundaries of the CBD are included in the District, however will be assessed only for the services they receive on their frontage or until such time that the single family land uses are converted to multi-family or commercial/retail uses.

Calculation of Assessments:

The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the improvement or the maintenance and operation expenses of an improvement or for the cost of property service being provided. Per California Constitutional Amendment Article XIII D, Section 2(i), "Special Benefit", means a particular and distinct benefit over and above general benefits conferred on a real property located in the district or to the public at large. No assessment will be imposed on any parcel that exceeds the reasonable cost of the proportional special benefits conferred upon that parcel. Only special benefits are assessable and these benefits must be separated from any general benefits. Properties are assessed as defined on the County Assessor's most current parcel maps. The preceding methodology is applied to the database of parcels within the District. The process for compiling the property database includes the following steps:

- A report was generated from data obtained from the Stanislaus County Tax Assessors office.
- A list of properties to be included within the CBD is provided in Section 7.

Parcel Assessment –

The annual assessment method to calculate all parcels and ground floor commercial condominiums for Benefit Zone 1 will be:

Total Street Frontage X $ 7.0938 per linear foot
+
Total Lot Square Footage X $0.024654 per square foot
+
Total Building Square footage X $0.056987 per square foot
=
TOTAL PARCEL ASSESSMENT

Residential Condo Assessment:

The annual assessment method for a residential condo once they are built, regardless of Benefit Zone will be:

Total Residential Unit Building Square footage X $0.20 per Square Foot
=
TOTAL RESIDENTIAL CONDO UNIT ASSESSMENT

Repayment of Formation Costs:

The City, individuals, businesses, and groups that contributed to the investigation and formation costs of the Downtown Modesto CBD shall be entitled to be reimbursed within the first five years of the adoption of the CBD by the City Council. Costs that can be recovered include: (1) The costs of preparation of the management plan and engineer's report required by state law; (2) The cost of circulating and submitting the petition to the City Council seeking establishment of the District; (3) The costs of printing, advertising and the giving of published, posted or mailed notices; (4) Compensation of any engineer or attorney employed to render services in proceedings associated with formation of the Downtown Modesto CBD; and (5) Costs associated with any ballot proceedings required by law for approval of the CBD assessment. Contributions to the investigation and formation effort shall be reimbursed fully in the amount contributed upon receipt of appropriate documentation of the contribution to the new management corporation Board of Directors. The total amount to be reimbursed shall not exceed $70,000.

Future Development:

As a result of continued new development, the Downtown Modesto CBD will experience the addition or subtraction of assessable commercial buildings or the conversion of empty parcels into new commercial and residential or buildings and units. The Management District 2016 Plan assessment methodology will accommodate any and all changes anticipated within the term of the District with annual adjustments being submitted to the City, as these assessment calculation and property variable alterations occur.

Maximum Assessment:

Assessments will be subject to changes in the Stanislaus County Consumer Price Index (CPI), for all urban consumers, annual increases not to exceed 5% per year. Increases will be determined by the CBD District Management Corporation and will vary between 0% and 5% in any given year. The maximum the assessments can be increased is 5% over the previous fiscal year's base assessments. Not implementing the increase for one year does not give the District Management Corporation the authority to accumulate increases above 5% within any given fiscal year. The following projections illustrate a potential 5% annual increase.

Table

Maximum Assessments by Property Variable

Projected Assessment	FY1	FY2	FY3	FY4	FY5
Linear Frontage	$ 7.0938	$ 7.4485	$ 7.8209	$ 8.2120	$ 8.6226
Building Sq. Ft.	$ 0.056987	$ 0.059836	$ 0.062828	$ 0.065970	$ 0.069268
Lot Square Footage	$ 0.024654	$ 0.025887	$ 0.027181	$ 0.028540	$ 0.029967
Condo Bldg. Sq. Ft.	$ 0.20000	$ 0.21000	$ 0.22050	$ 0.23153	$ 0.24310

Projected Assessment	FY6	FY7	FY8	FY9	FY10
Linear Frontage	$ 9.0537	$ 9.5064	$ 9.9817	$ 10.4808	$ 11.0048
Building Sq. Ft.	$ 0.072731	$ 0.076368	$ 0.080186	$ 0.084196	$ 0.088406
Lot Square Footage	$ 0.031465	$ 0.033039	$ 0.034691	$ 0.036425	$ 0.038246
Condo Bldg. Sq. Ft.	$ 0.25526	$ 0.26802	$ 0.28142	$ 0.29549	$ 0.31027

Projected Assessment	FY11	FY12	FY13	FY14	FY15
Linear Frontage	$ 11.5551	$ 12.1328	$ 12.7394	$ 13.3764	$ 14.0452
Building Sq. Ft.	$ 0.092826	$ 0.097467	$ 0.102340	$ 0.107457	$ 0.112830
Lot Square Footage	$ 0.040159	$ 0.042167	$ 0.044275	$ 0.046489	$ 0.048813
Condo Bldg. Sq. Ft.	$ 0.32578	$ 0.34207	$ 0.35917	$ 0.37713	$ 0.39599

Budget Adjustments:

Annual budget surpluses, if any, will be rolled into the following year's budget. Assessments will be set annually, within the constraints of the CPI or land use changes. Revenues from the delinquent accounts may be expended in the year they are received. If the District is not renewed, any remaining funds will be returned to property owners in the proportion by what each property owner paid.

If after the initial term the District decides to renew and if there is money left over from the previous term, the balance of remaining funds will be rolled over into the renewed district. These "rolled over" funds may only be used within the boundaries of the renewed district and cannot be expended for activities, services, or improvements in an area expanded beyond the original District. However, the rolled over funds may be used to finish District Management Corporation activities in the original district.

Time and Manner for Collecting Assessments:

The Downtown Modesto CBD assessments will appear as a separate line item on annual property tax bills prepared by the County of Stanislaus. The assessments shall be collected at the same time and in the same manner as for the ad valorem property tax paid to the County of Stanislaus. These assessments shall provide for the same lien priority and penalties for delinquent payment as is provided for the ad valorem property tax.

Any delinquent assessments owed for the first year will be added to the property tax roll for the following year together with any applicable interest and penalties. The "property owner" means any person shown as the owner/taxpayer on the last equalized assessment roll or otherwise known to be the owner/taxpayer by the City.

Disestablishment:

California State Law, Section 36670 provides for the disestablishment of a District. Provisions for annual disestablishment of the CBD are provided for in Article 13 of the local Modesto CBD ordinance. Property owners dissatisfied with the results, management or quality of the services

may petition the City Council to disestablish the CBD, in the same method in which they petitioned the City Council to establish the District.

Section 36670 states:

> *(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention."*

Unexpended surplus funds will be returned to property owners based upon each parcels percentage contribution to the previous fiscal year's assessments if the District is not renewed.

Upon the termination of the previous District, any remaining revenues shall be transferred to the renewed District, if one is established, pursuant to Streets and Highways Code Section 36660(b). Unexpended surplus funds will be returned to property owners based upon each parcels percentage contribution to the previous fiscal year's assessments if the District is not renewed.

Government Assessments:

The Downtown Modesto CBD Management Plan assumes that the City of Modesto, the Successor Agency and other government entities will pay assessments for the public property within the boundaries of the District as per the methodology within this plan. Article XIII D, Section 4 of the California Constitution was added in November of 1996 to provide for these payments.

Parcels owned by the City of Modesto, Stanislaus County, the County School District, the Successor Agency, the State of California shall receive benefits, commensurate with the sidewalk operations administration and contingency assessments paid into the Downtown Modesto CBD. The publicly owned parcels are presumed to benefit equally to the privately owned parcels for the special benefits provided.

Table

Government Owned Parcels in the Downtown Modesto CBD

APN	Legal Owner	Site #	Site Street	Annual Assessment	Percent
104 003 010 000	City Of Modesto	1029	9th St	$13,000.25	1.86%
104 008 005 000	City Of Modesto		K St	$ 482.57	0.07%
104 008 009 000	City Of Modesto		8th St	$ 637.23	0.09%
105 002 001 000	City Of Modesto		Downey Ave	$ 3,108.11	0.44%

105 002 002 000	City Of Modesto		Downey Ave	$ 2,134.49	0.30%
105 006 011 000	City Of Modesto		H St	$ 5,473.63	0.78%
105 007 005 000	City Of Modesto	906	15th St	$ 2,047.67	0.29%
105 007 006 000	City Of Modesto	906	15th St	$ 1,054.54	0.15%
105 012 005 000	City Of Modesto	1421	I St	$ 1,782.90	0.25%
105 013 012 000	City Of Modesto	1402	I St	$ 2,540.66	0.36%
105 038 019 000	City Of Modesto		11th St	$ 2,106.06	0.30%
105 038 022 000	City Of Modesto		10th St	$ 295.27	0.04%
105 040 015 000	City Of Modesto		I St	$ 2,306.27	0.33%
105 041 006 000	City Of Modesto		10th St	$ 138.67	0.02%
105 048 006 000	City Of Modesto	1125	9th St	$ 7,088.48	1.01%
106 042 013 000	City Of Modesto	911	G St	$ 2,046.16	0.29%
			TOTAL	$46,242.97	6.61%
105 037 035 000	City-County Cap Imp Fin Agency		10th St	$ 5,593.57	0.80%
105 006 012 000	County of Stanislaus	1500	I St	$ 7,262.75	1.04%
105 024 010 000	County of Stanislaus	820	12th St	$ 3,905.18	0.56%
105 024 014 000	County of Stanislaus	832	12th St #3rd	$ 2,265.58	0.32%
105 024 015 000	County of Stanislaus	832	12th St #4th	$ -	0.00%
105 024 016 000	County of Stanislaus	832	12th St #5th	$ -	0.00%
105 025 002 000	County of Stanislaus	1100	I St	$ 4,925.01	0.70%
105 025 003 000	County of Stanislaus	1100	I St	$ 2,925.59	0.42%
105 038 023 000	County of Stanislaus	1021	I St	$ 3,724.91	0.53%
105 039 013 000	County of Stanislaus		11th St	$ 2,640.34	0.38%
105 039 014 000	County of Stanislaus		10th St	$10,210.60	1.46%
			TOTAL	$37,859.96	5.41%
105 037 032 000	Redev Agency City Of Modesto		11th St	$ 4,405.95	0.63%
105 037 033 000	Redev Agency City Of Modesto	1010	10th St	$ 75.17	0.01%
105 037 034 000	Redev Agency City Of Modesto		10th St	$ 597.71	0.09%
105 041 021 000	Redev Agency City Of Modesto		9th St	$ 1,426.55	0.20%
105 048 008 000	Redev Agency City Of Modesto		9th St	$ 155.89	0.02%
105 048 011 000	Redev Agency City Of Modesto	1125	11th St	$13,774.62	1.97%
106 042 001 000	Redev Agency City Of Modesto	777	10th St	$ 1,782.90	0.25%
106 042 002 000	Redev Agency City Of Modesto		10th St	$ 524.73	0.07%
106 042 003 000	Redev Agency City Of Modesto		10th St	$ 526.95	0.08%
106 042 004 000	Redev Agency City Of Modesto		10th St	$ 528.94	0.08%
			TOTAL	$23,799.40	3.40%

Section 5

District Rules and Regulations and Governance

There are no specific rules and regulations prescribed for the proposed Downtown Modesto Community Benefit District Management Corporation except that it will adhere to the open meeting provisions of the Ralph M. Brown Act and will seek to be as open and transparent to the CBD assessees and the public at large as is reasonably possible.

Pursuant to the City of Modesto Community Benefit District Ordinance and Section 36600 of the California Streets and Highway Code, a District Management Corporation or Owners' Association, will review District budgets and policies annually within the limitations of the Management District Plan. The Management Corporation will file Annual Reports with the City of Modesto and will oversee the day-to-day implementation of services as defined in the Management District Plan. Section 36614.5 states:

> *"The "Owners' association" means a private nonprofit entity that is under contract with a city to administer or implement activities and improvements specified in the management district plan. An owners' association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners' association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose."*

Bonds:
The District will not issue any bonds related to any program.

Section 6
Implementation Timetable

The Downtown Modesto CBD is expected to be established and begin assessing benefiting parcels as of fiscal year 15-16. Due to the timing of revenue collection and need to establish the owners' association or District Management Corporation, implementation of the Management District Plan and the delivery of services is scheduled to commence in or around December 1st, 2015. Consistent with the local enabling ordinance, the Downtown Modesto CBD will have a fifteen-year term through December 1st, 2030 with operations winding down by November 30, 2030 unless renewed by Downtown property owners at that time.

Section 7
Assessment Roll of Properties Included

APN	Annual Assessment
103 001 002 000	$749.39
103 001 003 000	$2,031.74
103 001 004 000	$5,358.40
103 001 006 000	$1,561.53
103 001 007 000	$3,838.14
103 001 009 000	$1,750.98
103 003 001 000	$478.78
103 003 002 000	$1,492.85
103 003 003 000	$1,850.85
103 003 004 000	$925.44
103 003 005 000	$917.87
103 003 006 000	$2,223.96
104 003 010 000	$13,000.25
104 004 004 000	$5,580.46
104 004 006 000	$4,229.95
104 004 007 000	$3,529.08
104 005 001 000	$4,246.81
104 005 002 000	$394.76
104 005 003 000	$879.85
104 005 004 000	$3,282.77
104 006 001 000	$2,464.10
104 006 005 000	$2,436.86
104 006 011 000	$2,477.95
104 007 001 000	$4,491.81
104 007 010 000	$2,445.07
104 007 011 000	$524.88
104 008 005 000	$482.57
104 008 008 000	$5,341.58
104 008 009 000	$637.23
105 001 010 000	$2,369.83
105 001 011 000	$12,253.60
105 001 012 000	$2,604.51
105 001 013 000	$4,568.41
105 001 014 000	$3,251.34
105 002 001 000	$3,108.11
105 002 002 000	$2,134.49
105 002 003 000	$3,099.20
105 003 001 000	$2,824.10
105 003 002 000	$3,184.18
105 003 007 000	$3,184.85
105 004 003 000	$2,577.17
105 004 006 000	$1,648.25
105 004 007 000	$3,001.33
105 004 008 000	$10,521.46
105 005 002 000	$1,233.04
105 005 003 000	$593.59
105 005 004 000	$391.34
105 005 005 000	$943.77
105 005 006 000	$2,799.07
105 005 007 000	$617.21
105 005 008 000	$6,204.41
105 005 009 000	$624.61
105 005 010 000	$75.17
105 006 011 000	$5,473.63
105 006 012 000	$7,262.75
105 007 001 000	$749.55
105 007 004 000	$4,960.00
105 007 005 000	$2,047.67
105 007 006 000	$1,054.54
105 007 007 000	$813.46
105 007 008 000	$724.22
105 007 009 000	$212.90
105 007 010 000	$546.27
105 007 011 000	$2,067.48
105 007 015 000	$2,387.33
105 008 001 000	$723.68
105 008 002 000	$1,191.01
105 008 003 000	$645.75
105 008 004 000	$816.10
105 008 005 000	$824.94
105 008 006 000	$469.56
105 008 010 000	$1,320.79
105 008 011 000	$1,753.90
105 008 012 000	$933.38
105 008 017 000	$2,596.66
105 008 020 000	$3,082.70
105 008 021 000	$1,103.98
105 008 022 000	$293.65
105 009 001 000	$4,793.40
105 010 007 000	$2,070.80
105 010 011 000	$1,034.24

105 010 012 000	$760.65
105 010 013 000	$1,899.67
105 010 015 000	$1,840.07
105 010 016 000	$2,012.27
105 010 017 000	$4,349.49
105 011 001 000	$2,335.65
105 011 002 000	$590.56
105 011 005 000	$3,833.23
105 011 006 000	$615.72
105 011 007 000	$726.20
105 011 008 000	$3,060.29
105 011 009 000	$4,599.97
105 012 003 000	$630.02
105 012 004 000	$2,281.64
105 012 005 000	$1,782.90
105 012 006 000	$3,109.51
105 012 007 000	$751.29
105 012 008 000	$803.76
105 012 009 000	$2,733.65
105 012 010 000	$3,091.57
105 013 001 000	$2,619.00
105 013 002 000	$676.70
105 013 003 000	$606.09
105 013 004 000	$320.21
105 013 005 000	$339.79
105 013 006 000	$460.58
105 013 007 000	$2,330.56
105 013 008 000	$391.14
105 013 009 000	$3,266.34
105 013 012 000	$2,540.66
105 013 013 000	$1,387.55
105 014 006 000	$20,878.86
105 015 001 000	$2,176.27
105 015 002 000	$789.77
105 015 003 000	$1,092.71
105 015 004 000	$1,096.13
105 015 005 000	$1,493.01
105 015 006 000	$583.83
105 015 007 000	$2,034.78
105 015 008 000	$754.48
105 015 009 000	$385.79
105 015 010 000	$384.36
105 015 011 000	$405.73
105 015 012 000	$418.27
105 015 013 000	$422.83
105 015 014 000	$3,078.28
105 016 001 000	$2,150.35
105 016 002 000	$693.90
105 016 003 000	$1,074.70
105 016 004 000	$1,442.25
105 016 005 000	$526.53
105 016 006 000	$2,046.22
105 016 007 000	$881.10
105 016 008 000	$1,079.07
105 016 009 000	$1,819.84
105 016 010 000	$912.62
105 016 011 000	$4,843.67
105 017 001 000	$2,183.03
105 017 006 000	$1,313.32
105 017 007 000	$842.87
105 017 008 000	$2,951.79
105 017 009 000	$3,206.03
105 017 010 000	$590.35
105 017 011 000	$1,985.20
105 017 014 000	$2,684.15
105 021 001 000	$466.58
105 021 002 000	$1,391.64
105 021 005 000	$1,003.07
105 021 006 000	$2,626.77
105 021 007 000	$2,335.22
105 021 008 000	$1,659.24
105 021 009 000	$4,149.07
105 021 011 000	$503.78
105 021 012 000	$974.81
105 022 001 000	$716.95
105 022 002 000	$1,766.91
105 022 005 000	$2,568.66
105 022 006 000	$2,534.44
105 022 007 000	$802.48
105 022 008 000	$999.52
105 022 011 000	$1,826.39
105 022 012 000	$1,992.18
105 022 013 000	$789.99
105 022 014 000	$792.78
105 023 004 000	$663.30
105 023 005 000	$992.76
105 023 006 000	$2,225.67
105 023 007 000	$2,757.02
105 023 008 000	$875.23
105 023 009 000	$526.53
105 023 010 000	$965.84
105 023 011 000	$4,017.85
105 023 012 000	$3,373.46
105 024 001 000	$2,845.86
105 024 002 000	$540.21
105 024 003 000	$1,829.64

105 024 004 000	$3,098.10
105 024 010 000	$3,905.18
105 024 012 000	$3,122.15
105 024 013 000	$837.59
105 024 014 000	$2,265.58
105 024 015 000	$0.00
105 024 016 000	$0.00
105 024 017 000	$834.06
105 025 002 000	$4,925.01
105 025 003 000	$2,925.59
105 025 004 000	$4,345.76
105 025 005 000	$656.38
105 026 001 000	$3,615.82
105 026 002 000	$3,103.41
105 026 003 000	$3,713.55
105 026 004 000	$1,540.90
105 026 005 000	$1,179.60
105 026 006 000	$1,182.12
105 026 007 000	$5,810.88
105 027 001 000	$3,999.64
105 027 002 000	$661.92
105 027 003 000	$391.34
105 027 004 000	$2,757.29
105 027 005 000	$979.76
105 027 009 000	$446.23
105 027 010 000	$2,861.62
105 027 011 000	$526.53
105 027 012 000	$467.72
105 027 013 000	$2,377.23
105 027 014 000	$2,656.36
105 028 001 000	$1,621.54
105 028 002 000	$1,371.54
105 028 003 000	$741.94
105 028 004 000	$526.53
105 028 005 000	$1,053.03
105 028 006 000	$1,399.84
105 028 007 000	$579.20
105 028 012 000	$1,121.20
105 028 013 000	$2,074.67
105 028 014 000	$4,131.48
105 037 031 000	$4,202.10
105 037 032 000	$4,405.95
105 037 033 000	$75.17
105 037 034 000	$597.71
105 037 035 000	$5,593.57
105 038 001 000	$4,212.24
105 038 019 000	$2,106.06
105 038 021 000	$422.87
105 038 022 000	$295.27
105 038 023 000	$3,724.91
105 038 024 000	$5,814.71
105 039 013 000	$2,640.34
105 039 014 000	$10,210.60
105 040 001 000	$3,303.09
105 040 014 000	$775.70
105 040 015 000	$2,306.27
105 040 016 000	$3,720.76
105 040 017 000	$411.27
105 040 018 000	$2,129.49
105 040 019 000	$8,462.03
105 041 001 000	$2,317.48
105 041 002 000	$918.98
105 041 003 000	$365.89
105 041 004 000	$861.63
105 041 005 000	$673.54
105 041 006 000	$138.67
105 041 007 000	$1,681.13
105 041 008 000	$2.56
105 041 015 000	$2,505.37
105 041 016 000	$1,324.35
105 041 017 000	$718.45
105 041 018 000	$1,737.98
105 041 019 000	$333.77
105 041 021 000	$1,426.55
105 041 022 000	$2,842.03
105 042 005 000	$1,848.24
105 042 006 000	$2,246.24
105 042 007 000	$2,168.33
105 042 016 000	$14,275.95
105 048 006 000	$7,088.48
105 048 008 000	$155.89
105 048 010 000	$23,128.23
105 048 011 000	$13,774.62
106 014 001 000	$2,581.84
106 014 007 000	$526.30
106 014 008 000	$1,106.87
106 014 009 000	$421.62
106 014 015 000	$900.36
106 014 016 000	$1,588.96
106 014 019 000	$2,373.03
106 014 020 000	$2,106.06
106 014 021 000	$2,353.89
106 015 001 000	$1,805.19
106 015 002 000	$1,751.36
106 015 003 000	$482.14
106 015 004 000	$640.57

106 015 005 000	$722.93
106 015 006 000	$556.79
106 015 007 000	$1,888.74
106 015 008 000	$1,788.87
106 015 009 000	$386.19
106 015 010 000	$754.73
106 015 011 000	$526.53
106 015 012 000	$731.68
106 015 013 000	$448.78
106 015 014 000	$2,213.26
106 015 015 000	$663.99
106 027 002 000	$787.94
106 027 003 000	$526.53
106 027 004 000	$526.53
106 027 005 000	$893.09
106 027 006 000	$1,495.85
106 027 007 000	$695.19
106 027 008 000	$3,263.07
106 027 009 000	$1,579.56
106 027 010 000	$2,010.45
106 027 011 000	$1,617.13
106 027 012 000	$1,126.29
106 028 006 000	$2,143.26
106 028 012 000	$10,765.42
106 041 003 000	$925.44
106 041 004 000	$2,454.02
106 041 007 000	$462.72
106 041 008 000	$962.82
106 041 010 000	$303.71
106 041 016 000	$2,173.10
106 041 017 000	$4,544.78
106 041 018 000	$4,297.25
106 041 019 000	$720.28
106 041 020 000	$740.23
106 042 001 000	$1,782.90
106 042 002 000	$524.73
106 042 003 000	$526.95
106 042 004 000	$528.94
106 042 005 000	$411.43
106 042 006 000	$1,071.89
106 042 007 000	$2,487.47
106 042 010 000	$989.22
106 042 011 000	$494.06
106 042 012 000	$4,169.11
106 042 013 000	$2,046.16
TOTAL	$699,996.84

DOWNTOWN MODESTO
COMMUNITY BENEFIT DISTRICT

Title 8, "Finance, Revenue and Taxation," of the Modesto Municipal Code by adding Chapter 9, "Community Benefit Districts".

DISTRICT ASSESSMENT ENGINEER'S REPORT

ATTACHMENT A

Prepared by
Edward V. Henning
California Registered Professional Engineer # 26549
Edward Henning & Associates

APRIL 29, 2015

v 1.0

DISTRICT ASSESSMENT ENGINEER'S REPORT

To Whom It May Concern:

I hereby certify to the best of my professional knowledge and experience that each of the identified benefiting properties located within the proposed Downtown Modesto Community Benefit District ("Downtown Modesto CBD") being formed for a fifteen (15) year term will receive a special benefit over and above the benefits conferred on the public at large and that the amount of the proposed assessment is proportional to, and no greater than the benefits conferred on each respective property.

Prepared by Edward V. Henning, California Registered Professional Engineer # 26549

RPE #26549 April 29, 2015

Edward V. Henning Date

(NOT VALID WITHOUT SIGNATURE AND CERTIFICATION SEAL HERE)

Introduction

This report serves as the "detailed engineer's report" required by Section 4(b) of Article XIIID of the California Constitution (Proposition 218) to support the benefit property assessments proposed to be levied within the proposed Downtown Modesto CBD in the City of Modesto, California being formed for a fifteen (15) year term. The discussion and analysis contained within this Report constitutes the required "nexus" of rationale between assessment amounts levied and special benefits conferred on properties within the Downtown Modesto CBD.

The Downtown Modesto CBD is a is a property-based benefit assessment district being formed for a fifteen (15) year term pursuant to the City of Modesto Community Benefit District Ordinance (the "Ordinance") which is based in part on Section 36600 et seq. of the California Streets and Highways Code, also known as the Property and Business Improvement District Law of 1994 (the "Act"). Due to the benefit assessment nature of assessments levied within a Property Business Improvement District ("PBID"), district program costs are to be distributed amongst all identified

benefiting properties based on the proportional amount of program special benefit each property is expected to derive from funded programs and the assessments levied. Within the Ordinance and Act, frequent references are made to the concept of relative "benefit" received from PBID programs and activities versus amount of assessment levied. Only those properties expected to derive special benefits from PBID funded programs and activities may be assessed and only in an amount proportional to the relative special benefits expected to be received.

Supplemental Proposition 218 Procedures and Requirements

Proposition 218, approved by the voters of California in November of 1996, adds a supplemental array of procedures and requirements to be carried out prior to levying a property-based assessment like the Downtown Modesto CBD. These requirements are in addition to requirements imposed by State and local assessment enabling laws. These requirements were "chaptered" into law as Article XIIID of the California Constitution.

Since Proposition 218 provisions will affect all subsequent calculations to be made in the final assessment formula for the Downtown Modesto CBD, Proposition 218 requirements will be taken into account. The key provisions of Proposition 218 along with a description of how the Downtown Modesto CBD complies with each of these provisions are delineated below.

(Note: All section references below pertain to Article XIII of the California Constitution):

Finding 1. From Section 4(a): "Identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed"

There are 318 parcels within the Downtown Modesto CBD of which 316 are "identified" as assessable parcels with assessable property characteristics that will derive special benefit from the proposed District programs and activities. The benefits are special and unique only to the identified parcels within the District because programs and services (i.e. sidewalk operations/beautification; district identity; program management; and, contingency/reserve) will only be provided directly for the special benefit of the identified parcels. These identified benefiting parcels are located within the Downtown Modesto CBD perimeter boundary which is shown on the Boundary Map attached as Appendix 2 to this Report and are listed in Appendix 1 to this Report - identified by assessor parcel number. Any future development and/or land subdivisions will adhere to the assessment rate structures described herein. There is one benefit zone within the Downtown Modesto CBD.

The Downtown Modesto CBD is bounded roughly by Needham Avenue/Downey Avenue, H Street/G Street, the alley between 8th Street and 7th Street and L Street. The parcels selected to be included in the Downtown Modesto CBD form a unique retail and commercial business core that has long been recognized and identified by the Modesto community as a pedestrian friendly retail and commercial central business district of Modesto. Keeping the District clean and attractive

will increase pedestrian traffic and consumer activity and help create a strong symbiotic economic relationship between the Downtown Modesto CBD and the customers it serves. There is one benefit zone in the proposed Downtown Modesto CBD. The Downtown Modesto CBD boundaries are shown on the District Map in Appendix 2 of this Report. The assessment rates vary based on the proportionate levels of special benefit services to be provided for each parcel within the CBD.

Downtown Modesto CBD Boundary:

The boundaries of the proposed Downtown Modesto CBD are described as follows:

- **Northwest boundary**: Starting at parcel 104-008-08 at the southeast corner of the intersection of 8th Street and L Street (including all of the parcels on the east side of L Street) and running northeast to the corner of 15th Street and L Street, parcel number 105-010–16;

- **North Boundary:** Starting at parcel 105-010-16 at the southeast corner of the intersection of Needham and L Street and running eastward (including all of the parcels on the south side of Needham) to the parcel 105-001–13 at the southwestern corner of the intersection of 19th Street and Needham Street/Downey Avenue and H Street;

- **Southeastern Boundary**: Starting at parcel 105-001–14 and running southwest to the intersection of 15th Street (including only the parcels on the west side of the street), running one block southeast (including parcels on the south side of 15th Street only) to the parcel at the southwestern corner of the intersection of 15th Street and G Street, and then continuing in a southwesterly direction (including only the parcels on the west side of G Street) and terminating intersection of 8th Street and G Street., ending at parcel 103-003-06.

- **Southwestern Boundary:** Starting at the parcel 103-003–6 at the southwestern corner of 8th Street and G Street, running in a northwesterly direction (to include all of the parcels on the north side of 8th Street) and terminating at the corner of 8th Street and L Street, parcel number 104-008–8.

All identified parcels within the above-mentioned boundaries shall be assessed to fund special benefit programs, services and improvements as outlined herein. Services, programs and improvements will only be provided to these parcels inside the District boundaries and none will be provided outside of the District boundaries. Each of the individual parcels assessed shall receive special benefits from the proposed programs, services and improvements. All Downtown Modesto CBD funded programs, services and improvements are considered supplemental above normal base level services provided by the City of Modesto and are only provided for the special benefit of assessed parcels within the boundaries of the Downtown Modesto CBD.

Finding 2. From Section 4(a): "Separate general benefits (if any) from the special benefits conferred on parcel(s). Only special benefits are assessable. "

BENEFIT ANALYSIS

As stipulated by Proposition 218, assessment District programs and activities confer a combination of general and special benefits to properties, but the only program benefits that can be assessed are those that provide special benefit to the assessed properties. Special Benefit" as defined by the California State Constitution means "a particular and distinct benefit over and above general benefits conferred on real property located in the District or to the public at large. For the purposes of this analysis, "General Benefits" are benefits from the Downtown Modesto CBD activities and improvements that are not special in nature, are not "particular and distinct" and are not over and above the benefits that other parcels receive. General benefits are not restricted to benefits conferred only on persons and property outside the assessment district, but can include benefits both conferred on real property located in the district or to the public at large. "At large" means not limited to any particular person - means all members of the public - including those who live, work, and shop within the district - and not simply transient visitors.

The property uses within the boundaries of the Downtown Modesto CBD which will receive special benefits from Downtown Modesto CBD funded programs and services are currently a mix of retail, service, office, government, and parking. Services, programs and improvements provided by the Downtown Modesto CBD are primarily designed to provide special benefits to identified parcels within the boundaries of the District.

There are four basic categories of special benefit services that will be funded by the Downtown Modesto CBD. All of these services will confer a special benefit to the individual parcels within the CBD. The categories of special benefits are as follows:

1. ***Sidewalk Operations, Beautification and Order (SOBO)***: This includes all sidewalk and gutter cleaning services, sidewalk steam cleaning services, graffiti removal, trash removal, as well and beautifying the district based. This category of the budget will be allocated $425,000 of 61% of the first year assessment budget to fund its services.

2. ***District Identity and Streetscape Improvement (DISI)***: These services include the branding of the commercial and residential parcels in the proposed Downtown Modesto CBD including: marketing and promotions, newsletter, public relations, media relations, social media, publicity, special events, lighting, website development and maintenance, public space develop and holiday decorations. This category of the assessment budget will be allocated $150,000 or 21% of the budget to fund these services.

3. ***Program Management & Corporate Operations***: This category of the assessment budget will be allocated $97,000 during the first year, or 14% of the first year budget.

4. ***Contingency/Reserve.*** This contingency anticipates a non-payment rate percentage of 3 to 5%, and any City or County collection fees. This category of the assessment budget will be allocated $28,000 or approximately 4% of the first year annual budget of the proposed CBD.

Assessed parcels within the CBD are conferred proportionate and unique special benefits from CBD funded programs, services and improvements. Commercial parcels that receive these programs, services and improvements attract more customers, employees, visitors, tenants and investors as a result of these programs, services and improvements, thereby increasing business volumes, sales transactions, occupancies, rental income and return on investments. Publicly owned parcels and future residential condominium uses specially benefit proportionately but different than commercial parcels. These differences are discussed later in this Report and are incorporated into the assessment formula used to calculate assessments for these types of parcels. CBD special benefits are particular and distinct in that they are not provided to non-assessed parcels outside of the District. These programs, services and improvements will only be provided for the direct benefit of each individual assessed parcel within the Downtown Modesto CBD boundaries and confer" special benefits" on each assessed parcel. Existing City of Modesto services will be enhanced, not replaced or duplicated, by Downtown Modesto CBD services.

In the case of the Downtown Modesto CBD, the very nature of the purpose of this District is to fund supplemental programs, improvements and services within the Downtown Modesto CBD boundaries above and beyond what is being currently funded either via normal tax supported methods or other funding sources. These services, programs and improvements, are designed to enhance the pedestrian and retail commercial core uses, increase tenancy and marketing of the mix of retail, service, office, government and parking properties in the Downtown Modesto CBD and improve the aesthetic appearance of each identified parcel. All benefits derived from the assessments to be levied on parcels within the Downtown Modesto CBD are for services, programs and improvements directly benefiting each individual parcel within this area and support increased cleanliness, commerce, business attraction and retention, increased commercial property rental income and improved District identity. No Downtown Modesto CBD funded services, activities or programs will be provided outside of the Downtown Modesto CBD boundaries.

These special benefits are particular and distinct to each and every assessed parcel within the Downtown Modesto CBD and are not provided to non-assessed parcels outside of the District. The City of Modesto does not provide these supplemental programs, services or improvements.

While every attempt is made to provide CBD services and programs to confer benefits only to those identified assessed parcels within the CBD, the California State Constitution was amended via Proposition 218 to stipulate that general benefits exist, either by design or unintentional, in all property based assessment districts and that a portion of the program costs must be considered attributable to general benefits and assigned a value. General benefits cannot be funded

by assessment revenues. General benefits might be conferred on parcels within the District, or "spillover" onto parcels surrounding the District, or to the public at large who might be passing through the District with no intention of transacting business within the District or interest in the District itself.

Empirical assessment engineering analysis throughout California has found that general benefits within a given business improvement district tend to range from 1-5% of the total costs. There are three methods that have been used by this Engineer for determining general and special benefit values within assessment districts:

(1) The parcel by parcel allocation method
(2) The program/activity line item allocation method, and
(3) The composite district overlay determinant method.

A majority of PBIDs in California for which this Assessment Engineer has provided assessment engineering services since the enactment of Proposition 218, have used Method #3, the composite district overlay determinant method which will be used for the Downtown Modesto CBD. This method of computing the value of general benefit involves a composite of three distinct types of general benefit – general benefit to assessed parcels within the District, general benefit to the public at large within the District and general benefit to parcels outside the District.

General Benefit – Assessed Parcels within District

CBD funded programs are narrowly designed and carefully implemented to specially benefit the assessed District parcels and are only provided for the special benefit to each and every assessed parcel within the District. It is the opinion of this Engineer, based on over 30 years of professional assessment engineering experience, that 100% of benefits conferred on assessed parcels within the District are distinct and special and that there are 0% general benefits conferred on these parcels. This is because the CBD funded programs and services are specially geared to the unique needs of each assessed parcel within the CBD and are directed specially only to these assessed parcels within the CBD. This concept is further reinforced by the proportionality of special benefits conferred on each assessed parcel within the District as determined by the special benefit assessment formula as it is applied to the unique and varying property characteristics unique to each assessed parcel.

General Benefit - Public At Large

While the CBD funded programs are narrowly designed and carefully implemented to specially benefit the assessed District properties and are only provided for the special benefit to each and every assessed parcel within the District, these CBD funded programs may also provide an incidental general benefit to the public at large within the District. Assessment Engineering experience in California has found that generally over 95% of people moving about within CBD boundaries are engaged in business related to assessed parcels and businesses contained on them within the District, while the public at large "just passing through" is typically much less than 5%. Based on this experience curve and the focused nature of the proposed Downtown Modesto CBD funded programs and over 30 years of assessment engineering

experience, it is the opinion of this Engineer that a general benefit factor of 0.03 of CBD funded special benefit program costs that might provide an immediate general benefit to the public at large will be applied to these applicable program costs in order to compute the dollar and percent value of general benefits to the public at large. It is the opinion of this Engineer that the programs that may provide immediate general benefits to the public at large are limited to the SOBO programs. The dollar value of this general benefit type equates to $7.778 as delineated in the following chart:

General Benefits To "Public At Large"

	A	B	C	D	E
Program Element	**Dollar Allocation**	**% Allocation of Special Benefit Cost**	**General Benefit Factor**	**General Benefit Percent (B x C)**	**General Benefit Value (A x D)**
SOBO Services	$425,000	61%	0.03	1.83%	$7.778

General Benefits – Outside Parcels

While District programs and services will not be provided directly to parcels outside the District boundaries, it is reasonable to conclude that District services may confer an indirect general benefit on parcels outside the District boundaries. An inventory of the District boundaries finds that the District is surrounded by 82 parcels, with none tangent to assessed parcels within the District but all across streets and alleys from the District boundaries. These 82 parcels outside of the District can reasonably be assumed to receive some level of indirect general benefit as a result of CBD funded programs, services and improvements.

Based on over 30 years of assessment engineering experience, it is the opinion of this Engineer that a benefit factor of 1.0 be attributed to the 316 identified and assessed parcels within the District and a benefit factor of 0.01 be attributed to general benefits conferred on the 82 commercial parcels across streets and alleys from the exterior boundaries of the District. The cumulative dollar value of this general benefit type equates to $1,642 as delineated in the chart below.

General "Spillover" Benefits To Parcels Outside District

Parcel Type	Quantity	Benefit Factor	Benefit Units	Benefit Percent	Benefit Value
Assessed parcels in the District	316	1.00	316.00	99.6364%	$700,000
Commercial parcels outside District (tangent)	0	0.05	0.00	0.0000%	$0
All other "spillover" parcels outside the District	82	0.01	0.82	0.25882%	$1,816
TOTAL			316.82	100.00%	$701,816

Composite General Benefit

Based on the general benefit values delineated in the three sections above, the total value of general benefits conferred on assessed parcels within the District, the public at large and parcels outside the District equates to $9,594 ($0 +$7,778 +

$1,816) or 1.4% of total program costs of $709,594 [$700,000 (special benefit) + $9,594 (general benefits)]. For the purposes of this analysis, this 1.4% value will be conservatively rounded up to 2%. This leaves a value of 98% assigned to special benefit related costs. The 2% general benefit value now equates to $14,286 and when added to the special benefit value of $700,000 (Year 1 –2016 assessments) equates to a total Year 1 – 2016 program cost of $714,286. Remaining costs that are attributed to general benefits of $14,286 will need to be derived from other sources. A comparison of special and general benefit funding sources is shown on a chart on page 21, later in this Report.

Downtown Modesto CBD Programs and Improvements

The total special and general benefit program activities and budget allocations that will be provided to each individual parcel assessed in the proposed Downtown Modesto CBD are shown in the chart below:

Total Year 1 – 2016 - Special + General Benefit Revenue

Service	YR 1 - 2016 Assessment Allocation	YR 1 - 2016 Non-Assessment Allocation	YR 1 - 2016 Total Allocation	% of Total
Sidewalk Operations	$ 425,000	$ 8,673	$ 433,673	61 %
District Identity	$ 150,000	$ 3,061	$ 153,061	21%
Administration	$ 97,000	$ 1,981	$ 98,981	14%
Contingency/Reserves	$ 28,000	$ 571	$ 28,571	4%
Total	**$700,000.00**	**$ 14,286**	**$ 714,286.00**	**100%**

The Year 1 special benefit budget cost allocations are shown in the table below:

Year 1 – 2016 Proposed Special Benefit Work Plan and Budget Allocations

Program or Service	% of Budget	Projected Program Cost
Sidewalk Operations, Beautification and Order (SOBO)	61%	$425,000
District Identity and Special Improvements (DISI)	21%	$150,000
Program Management & Corporate Operations	14%	$97,000
Contingency/Reserve	4%	$28,000
Total Year 1 Budget	**100%**	**$700,000**

It is recognized that market conditions may cause the cost of providing goods and services to fluctuate from year to year. Accordingly, the Board of the Association shall have the right to reallocate up to 10% of the budget line item within the budget categories based on such cost fluctuations subject to the review and approval by the Board and included in the Annual Planning Report that will be approved by the Modesto City Council pursuant to the City CBD Ordinance. Accrued interest or delinquent payments may be expended in any budget category.

Any funds remaining after the fifteenth year of operation will be rolled over into the renewal budget or returned to stakeholders. Also, costs for the CBD renewal may be expended from funds available. If the District is not renewed or terminated for any reason, unexpended funds will be returned to the property owners pursuant to the City CBD Ordinance.

The proposed Downtown Modesto CBD services are described in more detail as follows:

SIDEWALK OPERATIONS, BEAUTIFICATION, ORDER: **$425,000** **61%**

Examples of these special benefit services and costs may include, but are not limited to:

- Regular sidewalk and gutter sweeping
- Regular sidewalk steam cleaning
- Beautification of the district;
- Enhanced trash emptying (over and above city services)
- Timely graffiti removal, within 24 hours as necessary
- Tree and vegetation maintenance (over and above city services)
- Special events maintenance and set up
- Maintenance of existing and new public spaces
- Hanging plants, planting flowers throughout the district;
- Possible private security and/or camera system

DISTRICT IDENTITY AND STREETSCAPE IMPROVEMENTS: **$150,000** **21%**

Examples of these special benefit services and costs may include, but are not limited to:

- Web site development and updating;
- App development;
- Management and coordination of special events
- Social media
- Public relations firm
- Holiday and seasonal decorations
- Branding of Downtown Modesto so a positive image is built
- Banner programs

- Public art displays
- Downtown landmark sign and maintenance
- Logo development
- Public space design and improvements
- Signage

ENHANCED RESIDENTIAL CONDO UNIT IMPROVEMENTS: (when built) **$ 0** **0%**

Examples of these special benefit services and costs may include, but are not limited to:

Future residential condos built within the boundaries of the Downtown Modesto CBD will be assessed separately due to their unique parcel status and special benefit needs in the district. Residential condos blocks will have the following special benefit services conferred on the frontage their parcels. These services in the future will include, but will not be limited to:

- Installation, stocking and upkeep of pet waste distribution stations on the frontages adjacent to the high concentrations of residential condo individually assessed parcels;
- Enhancement and beautification of sidewalks on the frontages adjacent to the high concentrations of residential individually assessed parcels;
- Installation of hanging plants, and enhanced upkeep in the sidewalks surrounding these frontages adjacent to these residential condos;
- Other services requested by the residents that confer special benefit to the areas directly adjacent to the parcels with high concentrations of residential condos;
- Proportional share of the Administrative and Contingency costs to cover the oversight of the Enhanced beautification special benefit services.

ADMINISTRATION AND CORPORATE OPERATIONS: **$ 97,000** **14 %**

Examples of these special benefit services and costs may include, but are not limited to:

- Staff and administrative costs
- Directors and Officers Insurance
- Office related expenses
- Rent
- Financial reporting and accounting
- Legal work

CONTINGENCY/CITY AND COUNTY FEES/RESERVE:	$28,000	4%

Examples of these special benefit services and costs include, but are not limited to:

- Delinquencies
- City Fees
- County fees
- Reserves

Parcels that receive these special benefit programs, services and improvements attract more customers, employees, tenants and investors as a result of these programs, services and improvements, thereby increasing business volumes, sales transactions, occupancies, rental income and return on investments. These benefits are particular and distinct in that they are not provided to non-assessed parcels within or outside of the District. Existing City of Modesto services will be enhanced, not replaced or duplicated, by Downtown Modesto CBD services.

In the case of the Downtown Modesto CBD, the very nature of the purpose of this District is to fund supplemental programs, improvements and services within the Downtown Modesto CBD boundaries above and beyond what is being currently funded either via normal tax supported methods or other funding sources. These services, programs and improvements, are designed to enhance the pedestrian and retail commercial core uses, increase tenancy and marketing of the mix of retail, service, office, government and parking parcels and land uses in the Downtown Modesto CBD and improve the aesthetic appearance of each identified parcel. All benefits derived from the assessments to be levied on parcels within the Downtown Modesto CBD are for services, programs and improvements directly benefiting each individual parcel within this area and support increased cleanliness, commerce, business attraction and retention, increased commercial property rental income and improved District identity. No Downtown Modesto CBD funded services, activities or programs will be provided outside of the Downtown Modesto CBD boundaries.

Finding 3. From Section 4(a): "(Determine) the proportionate special benefit derived by each parcel in relationship to the entirety of the.....cost of public improvement(s) or the maintenance and operation expenses.....or the cost of the property related service being provided.

Each identified parcel within the district will be assessed based on property characteristics unique only to that parcel. Parcels will be, except as noted herein, assessed based on a combination of factors: building area, land area and street frontage. The calculated assessment rates are applied to the actual measured parameters of each parcel and thereby are proportional to each and every other identified parcel within the district as a whole. Larger parcels and ones with larger building areas or larger street frontages are expected to impact the demand for services and programs to a greater extent than smaller land and/or building areas, and, thus, are assigned a higher proportionate degree of assessment program and

service costs. The proportionality is further achieved by setting targeted formula component weights for the respective parcel by parcel identified property attributes.

The proportionate special benefit cost for each parcel has been calculated based on optimum proportionate formula components and is listed as an attachment to this Report as Appendix 1. The individual percentages (i.e. proportionate relationship to the total special benefit related program and activity costs) are computed by dividing the individual parcel assessment by the total special benefit program costs.

Finding 4. From Section 4(a): "No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

Not only are the proposed program costs reasonable due to the benefit of group purchasing and contracting which would be possible through the Downtown Modesto CBD, they are also considerably less than other options considered by the Downtown Modesto CBD formation proponent group. The actual assessment rate for each parcel within the Downtown Modesto CBD directly relate to the level of service and, in turn, special benefit to be provided based on the respective building area, land area, street frontage. There is one benefit zone. It is noted that residential condominiums will be assessed based on the individual building pad area of each unit.

Finding 5. From Section 4(a): "Parcels.....that are owned or used by any (public) agency shall not be exempt from assessment....."

There are 37 publicly owned parcels within the Downtown Modesto CBD of which 35 are identified and assessable for which CBD funded special benefit programs, services and improvements will be provided.

For publicly owned parcels and facilities within the CBD, each of these parcels specially benefit, but differently than other parcels, from CBD funded programs, services and improvements. The special benefits include cleaner facility entrances and perimeters for their employees, visitors, vendors and other users of these public locations and facilities. It is the opinion of this Engineer that publicly owned and occupied parcels will NOT benefit from District Identity related programs and, thus, will not be assessed for them. To account for the difference in special benefits conferred on publicly owner and occupied parcels and facilities as delineated above, it is the opinion of this Engineer that publicly occupied building areas on publicly owned parcels shall not be assessed since this property assessment factor funds 100% of the District Identity programs, services and improvements.

Each identified and assessable publicly owned parcel and facility within the CBD will proportionately specially benefit as delineated herein from the CBD funded supplemental clean and management programs, services and improvements. These services are designed to improve the cleanliness for visitors, their employees and users of public facilities on

publicly owned parcels within the CBD by reducing litter and debris, each considered detractions to employment, visitation and use of public facilities if not contained and properly managed.

There is no compelling evidence that these identified assessable publicly owned parcels and facilities would not proportionately specially benefit from all other CBD funded programs, services and improvements as delineated herein and, thus, will be assessed accordingly. All current publicly owned parcels within the CBD are shown in the following table:

Publicly Owned Parcels

APN	Legal Owner	Site #	Site Street	Annual Assessment	Percent
104 003 010 000	City Of Modesto	1029	9th St	$13,000.25	1.86%
104 008 005 000	City Of Modesto		K St	$ 482.57	0.07%
104 008 009 000	City Of Modesto		8th St	$ 637.23	0.09%
105 002 001 000	City Of Modesto		Downey Ave	$ 3,108.11	0.44%
105 002 002 000	City Of Modesto		Downey Ave	$ 2,134.49	0.30%
105 006 011 000	City Of Modesto		H St	$ 5,473.63	0.78%
105 007 005 000	City Of Modesto	906	15th St	$ 2,047.67	0.29%
105 007 006 000	City Of Modesto	906	15th St	$ 1,054.54	0.15%
105 012 005 000	City Of Modesto	1421	I St	$ 1,782.90	0.25%
105 013 012 000	City Of Modesto	1402	I St	$ 2,540.66	0.36%
105 038 019 000	City Of Modesto		11th St	$ 2,106.06	0.30%
105 038 022 000	City Of Modesto		10th St	$ 295.27	0.04%
105 040 015 000	City Of Modesto		I St	$ 2,306.27	0.33%
105 041 006 000	City Of Modesto		10th St	$ 138.67	0.02%
105 048 006 000	City Of Modesto	1125	9th St	$ 7,088.48	1.01%
106 042 013 000	City Of Modesto	911	G St	$ 2,046.16	0.29%
			TOTAL	$46,242.97	6.61%
105 037 035 000	City-County Cap Imp Fin Agency		10th St	$ 5,593.57	0.80%
105 006 012 000	County of Stanislaus	1500	I St	$ 7,262.75	1.04%
105 024 010 000	County of Stanislaus	820	12th St	$ 3,905.18	0.56%
105 024 014 000	County of Stanislaus	832	12th St #3rd	$ 2,265.58	0.32%
105 024 015 000	County of Stanislaus	832	12th St #4th	$ 0.00	0.00%
105 024 016 000	County of Stanislaus	832	12th St #5th	$ 0.00	0.00%
105 025 002 000	County of Stanislaus	1100	I St	$ 4,925.01	0.70%
105 025 003 000	County of Stanislaus	1100	I St	$ 2,925.59	0.42%
105 038 023 000	County of Stanislaus	1021	I St	$ 3,724.91	0.53%
105 039 013 000	County of Stanislaus		11th St	$ 2,640.34	0.38%
105 039 014 000	County of Stanislaus		10th St	$10,210.60	1.46%
			TOTAL	$37,859.96	5.41%
105 037 032 000	Red. Agency City Of Modesto		11th St	$ 4,405.95	0.63%
105 037 033 000	Red. Agency City Of Modesto	1010	10th St	$ 75.17	0.01%
105 037 034 000	Red. Agency City Of Modesto		10th St	$ 597.71	0.09%

105 041 021 000	Red. Agency City Of Modesto		9th St	$ 1,426.55	0.20%
105 048 008 000	Red. Agency City Of Modesto		9th St	$ 155.89	0.02%
105 048 011 000	Red. Agency City Of Modesto	1125	11th St	$13,774.62	1.97%
106 042 001 000	Red. Agency City Of Modesto	777	10th St	$ 1,782.90	0.25%
106 042 002 000	Red. Agency City Of Modesto		10th St	$ 524.73	0.07%
106 042 003 000	Red. Agency City Of Modesto		10th St	$ 526.95	0.08%
106 042 004 000	Red. Agency City Of Modesto		10th St	$ 528.94	0.08%
			TOTAL	$23,799.40	3.40%

Finding 6. From Section 4(b): "All assessments must be supported by a detailed engineer's report prepared by a registered professional engineer certified by the State of California".

This report serves as the "detailed engineer's report" to support the benefit property assessments proposed to be levied within the Downtown Modesto CBD.

Finding 7. From Section 4(c): "The amount of the proposed assessment for each parcel shall be calculated (along with) the total amount thereof chargeable to the entire district, the duration of such payments, the reason for such assessment and the basis upon which the amount of the proposed assessment was calculated."

The individual and total parcel assessments attributable to special property benefits are shown on Appendix 1 to the Management District Plan and this Report. The District and resultant assessment payments will continue for 15 years and may be renewed again at that time. The reasons (purposes) for the proposed assessments are outlined in Finding 2 above as well as in the Management District Plan. The calculation basis of the proposed assessment is attributed, except as noted herein, to building area, land area and street frontage. There is one benefit zone. It is noted that residential condominiums will be assessed based on the individual building pad area of each unit.

Assessment Formula Methodology

General

The method used to determine special benefits derived by each identified property within a CBD begins with the selection of a suitable and tangible basic benefit unit. For property related services, such as those proposed in the Downtown Modesto CBD, the benefit unit may be measured in linear feet of street frontage or parcel size in square feet or building size in square feet or number of building floors or any combination of these factors. Factor quantities for each parcel are then measured or otherwise ascertained. From these figures, the amount of benefit units to be assigned to each property can be calculated. Special circumstances such as unique geography, land uses, development constraints etc. are carefully reviewed relative to specific programs and improvements to be funded by the CBD in order to determine any levels of different benefit which may apply on a parcel-by-parcel or categorical basis.

Based on the factors described above such as geography and nature of programs and activities proposed, an assessment formula is developed which is derived from a singular or composite basic benefit unit factor or factors. Within the assessment formula, different factors may be assigned different "weights" or percentage of values based on their relationship to programs/services to be funded.

Next, all program and activity costs, including incidental costs, District administration and ancillary program costs, are estimated. It is noted, as stipulated in Proposition 218, and now required of all property based assessment Districts, indirect or general benefits may not be incorporated into the assessment formula and levied on the District properties; only direct or "special" benefits and costs may be considered. Indirect or general benefit costs, if any, must be identified, calculated and factored out of the assessment cost basis to produce a "net" cost figure. In addition, Proposition 218 no longer automatically exempts government owned property from being assessed and if special benefit is determined to be conferred upon such properties, they must be assessed in proportion to special benefits conferred in a manner similar to privately owned property assessments.

From this, the value of a basic benefit unit or "basic net unit cost" can be computed by dividing the total amount of estimated net program costs by the total number of benefit units. The amount of assessment for each parcel can be computed at this time by multiplying the Net Unit Cost times the number of Basic Benefit Units per parcel. This is known as "spreading the assessment" or the "assessment spread" in that all special benefit costs are allocated proportionally or "spread" based on special benefits conferred on benefitting properties within the PBID.

The method and basis of spreading program costs varies from one PBID to another based on local geographic conditions, types of programs and activities proposed, and size and development complexity of the District. PBIDs may require secondary benefit zones to be identified to allow for a tiered assessment formula for variable or "stepped-down" benefits derived.

Step 1. Select "Basic Benefit Unit(s)"

Based on the specific needs and corresponding nature of the program activities to be funded by the Downtown Modesto CBD (i.e. sidewalk operations and beautification; district identity; administration/management services; and, contingency/reserve) it is the opinion of this Assessment Engineer that the assessment factors on which to base assessment rates relate directly to the proportionate amount of building area, land area and street frontage, except as noted herein, within one benefit zone.

The interactive application of building area, land area and street frontage quantities are a proven method of fairly and equitably spreading special benefit costs to the primary beneficiaries of Downtown Modesto CBD funded services, programs and improvements. Each of these factors, except as noted herein, directly relates to the degree of special benefit

each parcel will receive from Downtown Modesto CBD funded activities.

Building area is a direct measure of the static utilization of each parcel and its corresponding impact or draw on certain Downtown Modesto CBD funded activities (i.e. 100% allocated to district identity costs). In the opinion of this Assessment Engineer, the targeted weight of this factor, building area, based on measured property characteristics, should generate approximately 20% (21% when adjusted) of the total Downtown Modesto CBD revenue to proportionately fund the special benefit costs for these related programs and services.

Land area is a direct measure of the current and future development capacity of each parcel and its corresponding impact or draw on certain Downtown Modesto CBD funded activities (i.e. 50% allocated to sidewalk operations/beautification costs, and balance will fund 100% of program management costs and contingency/reserve costs). In the opinion of this Assessment Engineer, the targeted weight of this factor, land area, should generate approximately 20% (18% when adjusted) of the total Downtown Modesto CBD revenue to proportionately fund the special benefit costs for these related programs and services.

Street frontage is a direct measure of the static utilization of each parcel and its corresponding impact or draw on certain Downtown Modesto CBD funded activities (i.e. 100% allocated to fund sidewalk operations/beautification). In the opinion of this Assessment Engineer, the targeted weight of this factor, street frontage, should generate approximately 60% (61% when adjusted) of the total Downtown Modesto CBD revenue to proportionately fund the special benefit costs for these related programs and services

Special Circumstances

1. Publicly Owned Parcels

In the opinion of this Engineer, publicly owned and occupied parcels will not specially benefit from CBD funded District Identity programs, services and improvements as other parcel types and ownerships do. Since this activity is funded 100% by building area, publicly owned parcels will not be assessed for publicly occupied building areas located on publicly owned parcels.

2. Future Residential Condominiums

In the case of any future residential condominiums, land area and street frontage quantities do not relate precisely to the building orientation and configurations of multi-unit, multi floor residential condominium complexes. Thus, it is the opinion of this Engineer that the condo unit building pad area is a proven method of fairly and equitably spreading special benefit costs to these unique property ownerships and land uses. This assessment factor directly relates to the proportionate amount of special benefit each residential condominium parcel will receive from targeted Downtown Modesto CBD funded activities for this land use.

3. Future Commercial and Mixed-Use Condominiums (if any)

While there are no current commercial or mixed-use condominiums within the proposed Downtown Modesto CBD, it is the opinion of this Engineer that such units, if and when built, shall be assessed based on actual land area covered, condo building pad area and direct street frontage for each unit. Because such uses are typically developed as part of a multi-floor mixed-use complex, special methodologies are needed to address the levy of assessments on such land uses as follows:

Multi-Floor Commercial Only Condominiums

- Building pad area assessed at respective building area rate
- Land assessed at land area rate but pro-rated for each unit relative to total building area
- Frontage assessed at frontage rate but pro-rated relative to total building area

Multi-Floor Mixed-Use Condominiums

- Commercial condo building pad area assessed at respective commercial building area rate
- Residential condo units would be assessed at 20 cents per square foot of building pad area plus any annual approved rate adjustments
- Land assessed at land area rate (assessed on 1st floor commercial condos for land area covered)
- Frontage assessed at frontage rate (assessed on 1st floor commercial. condos for actual street frontage)

Other Future Development

Other than future maximum rates and the assessment methodology delineated in this Report, per State Law (Government Code Section 53750), future assessments may increase for any given parcel if such an increase is attributable to events other than an increased rate or revised methodology, such as a change in the density, intensity, or nature of the use of land. Any change in assessment formula methodology or rates other than as stipulated in this Report would require a new Proposition 218 ballot procedure in order to approve any such changes.

The "Basic Benefit Units" will be expressed as a combined function of gross building square footage (Benefit Unit "A") land square footage (Benefit Unit "B"), street frontage (Benefit Unit "C") and residential condominium building pad area (Benefit Unit "D"). Based on the shape of the Downtown Modesto CBD, as well as the nature of the District program elements, it is determined that all identified properties will gain a direct and proportionate degree of special benefit based, except as noted herein, on the respective amount of building size, parcel size and street frontage within one benefit zone. Future residential condominiums will gain a direct and proportionate degree of special benefit based on the individual building pad area of each unit.

There is one Benefit Zones within the proposed Downtown Modesto CBD. Except as noted herein, assessments are based on three formula components: building square footage; land square footage and street frontage. Residential condominiums

assessments if/when built will be based on the individual building pad area of each unit.

The Basic Benefit Units are delineated as follows: 1) Benefit Units for the building area, "**Unit A**", 2) Benefit Units for the land area, "**Unit B**"; 3) Benefit Units for street frontage, "**Unit C**"; and 4) Benefit Units for future residential condominium building pad area, "**Unit D**".

Step 2. Quantify Total Basic Benefit Units

Taking into account all identified benefiting properties and their respective assessable benefit units, there are 2,632,178 Benefit Units A, 5,070,262 Benefit Units B, 59,911 Benefit Units C, and 0 Benefit Units D. The measurable assessable quantities and corresponding revenue generated by each factor are shown in the tables below:

Benefit Unit Quantities by Zone for YR 1 - 2016

	Quantity
Building Area Sq Ft (Unit A)	2,632,178
Land Area Sq Ft (Unit B)	5,070,262
Street Frontage Linear Ft (Unit C)	59,911
Residential Condo Bldg Area (Unit D)	0

Assessment Revenue by Factor for YR 1 - 2016

	Assmt Revenue
Building Area Sq Ft (Unit A)	$150,000
Land Area Sq Ft (Unit B)	$125,000
Street Frontage Linear Ft (Unit C)	$425,000
Residential Condo Bldg Area (Unit D)	$0

Step 3. Calculate Benefit Units for Each Property.

The number of Benefit Units for each identified benefiting parcel within the Downtown Modesto CBD was computed from data extracted from County Assessor records and maps. These data sources delineate current land uses, building areas, property areas and dimensions of record for each tax parcel. While it is understood that this data does not represent legal field survey measurements or detailed title search of recorded land subdivision maps or building records, it does provide an acceptable basis for the purpose of calculating property based assessments. All respective property data being used for assessment computations will be provided to each property owner in the Downtown Modesto CBD for their review. All known or reported discrepancies, errors or misinformation will be corrected.

Step 4. Determine Assessment Formula

Based on the nature of the programs to be funded as well as other rationale outlined in Step 1 above, it is the opinion of this

Engineer that the Downtown Modesto CBD assessments will be based on building area, land area, and street frontage, except as noted herein.

The proposed assessment formula is as follows:

Assessment = Building Area (Unit A) Sq Ft x Unit A Rate, plus
Land Area (Unit B) Sq Ft x Unit B Rate, plus
Street Frontage (Unit C) Lin Ft x Unit C Rate

Residential Condominium Assessments = Building Pad Area (Unit D) Sq Ft x Unit D Rate

Assessment Formula Unit Rates Year 1 – 2015-16

Building Area Rate (Unit A)
$150,000 / 2,632,178 sq ft = $0.056987/sq ft

Land Area Rate (Unit B)
$125,000 / 5,070,262 sq ft = $0.024654/sq ft

Street Frontage Rate (Unit C)
$425,000 / 59,911 linear ft = $7.0938/lin ft

Residential Condo Rate (Unit D) = $0.20/sq ft

The complete Yr 1 – 2015/16 assessment roll of all parcels to be assessed by this CBD is included as Appendix I.

Step 5. Estimate District Costs

The projected 15 year special benefit District costs for 2016 – 2030 of the Downtown Modesto CBD are shown in the Table below assuming a 5% increase per year.

15 Year Projected District Special Benefit Costs (not to exceed 5% annual increase)

	FY1	FY2	FY3	FY4	FY5	FY6	FY7	
Sidewalk Operations, Beautification and Order	$425,000.00	$446,250.00	$468,562.50	$491,990.63	$516,590.16	$542,419.66	$569,540.65	
District Identity	$150,000.00	$157,500.00	$165,375.00	$173,643.75	$182,325.94	$191,442.23	$201,014.35	
Administration	$97,000.00	$101,850.00	$106,942.50	$112,289.63	$117,904.11	$123,799.31	$129,989.28	
Contingency	$28,000.00	$29,400.00	$30,870.00	$32,413.50	$34,034.18	$35,735.88	$37,522.68	
Total	**$700,000.00**	**$735,000.00**	**$771,750.00**	**$810,337.50**	**$850,854.38**	**$893,397.09**	**$938,066.95**	
	FY8	**FY9**	**FY10**	**FY11**	**FY12**	**FY13**	**FY14**	**FY15**
Sidewalk Operations, Beautification and Order	$598,017.68	$627,918.56	$659,314.49	$692,280.22	$726,894.23	$763,238.94	$801,400.89	$803,308.98
District Identity	$211,065.06	$221,618.32	$232,699.23	$244,334.19	$256,550.90	$269,378.45	$282,847.37	$283,520.82
Administration	$136,488.74	$143,313.18	$150,478.84	$158,002.78	$165,902.92	$174,198.06	$182,907.97	$183,343.46
Contingency	$39,398.81	$41,368.75	$43,437.19	$45,609.05	$47,889.50	$50,283.98	$52,798.18	$52,923.89
Total	**$984,970.30**	**$1,034,218.81**	**$1,085,929.75**	**$1,140,226.24**	**$1,197,237.55**	**$1,257,099.43**	**$1,319,954.40**	**$1,323,097.15**

It is recognized that market conditions may cause the cost of providing goods and services to fluctuate from year to year. Accordingly, the Association Board shall have the right to reallocate up to 10% of the budget line item within the budget categories based on such cost fluctuations subject to the review and approval by the Board of Directors and included in the Annual Planning Report that will be approved by the Modesto City Council. Accrued interest or delinquent payments may be expended in any budget category.

Any funds remaining after the fifteenth year of operation will be rolled over into the renewal budget or returned to stakeholders. Also, CBD funds may be used to pay for renewal costs. If the District is not renewed or terminated for any reason, unexpended funds will be returned to the property owners pursuant to the City CBD Ordinance.

Step 6. Separate General Benefits from Special Benefits and Related Costs (Prop 218)

Total costs are estimated at $714,286 (see Table below). General benefits are factored at 2% of total (see Finding 2 on page 8 of this report) with special benefits set at 98%. Proposition 218 limits the levy of property assessments to costs

attributed to special benefits only. The 2% general benefit cost is computed to be $14,286 with a resultant 98% special benefit limit computed at $700,000. *This is the maximum amount of revenue that can be derived from property assessments from the subject CBD.*

Total Year 1 – 2016 - Special + General Benefit Revenue

Service	YR 1 - 2016 Assessment Allocation	YR 1 - 2016 Non-Assessment Allocation	YR 1 - 2016 Total Allocation	% of Total
Sidewalk Operations	$ 425,000	$ 8,673	$ 433,673	61 %
District Identity	$ 150,000	$ 3,061	$ 153,061	21%
Administration	$ 97,000	$ 1,981	$ 98,981	14%
Contingency/Reserves	$ 28,000	$ 571	$ 28,571	4%
Total	**$700,000.00**	**$ 14,286**	**$ 714,286.00**	**100%**

All program costs associated with general benefits ($14,286) will be derived from monetary sources other than Downtown Modesto CBD assessments.

General + Special Benefit Revenue Sources

Revenue Source	Cost
Downtown Modesto CBD Assessment Revenue - Year 1 – 2016)	$700,000
Other revenues to fund general benefit costs (grants, dues, program income)	$14,286
Total Costs – General and special benefits	$714,286

Step 7. Calculate "Basic Unit Cost"

With a Year 1 – 2016 budget of $700,000 (special benefit only), the Basic Unit Costs (rates) are delineated above in Step 4. Since the Downtown Modesto CBD is being formed for a 15 year term, maximum assessments for future years (2017-2030) must be set at the inception of the CBD. An annual inflationary assessment rate increase not to exceed 5% may be imposed for future year assessments, on approval by the Association Board. The maximum assessment rates for the 15 year CBD term of 2016-2030 are shown in the Table below. The assessment rates listed constitute the maximum assessment rates that may be imposed for future years of the Downtown Modesto CBD (2016-2030).

APPENDIX 1

YR 1 – 2015/2016 ASSESSMENTS

FIFTEEN (15) YEAR MAXIMUM ASSESSMENT RATES (Not to exceed 5% per year)

Year	Building Area Rate ($/SF)	Land Area Rate ($/SF)	Street Frontage Rate ($/LF)	Residential Condo Rate ($/SF)
1	$0.056987	$0.024654	$7.093800	$0.200000
2	$0.059836	$0.025887	$7.448490	$0.210000
3	$0.062828	$0.027181	$7.820915	$0.220500
4	$0.065970	$0.028540	$8.211960	$0.231525
5	$0.069268	$0.029967	$8.622558	$0.243101
6	$0.072731	$0.031465	$9.053686	$0.255256
7	$0.076368	$0.033039	$9.506370	$0.268019
8	$0.080186	$0.034691	$9.981689	$0.281420
9	$0.084196	$0.036425	$10.480773	$0.295491
10	$0.088406	$0.038246	$11.004812	$0.310266
11	$0.092826	$0.040159	$11.555053	$0.325779
12	$0.097467	$0.042167	$12.132805	$0.342068
13	$0.102340	$0.044275	$12.739446	$0.359171
14	$0.107457	$0.046489	$13.376418	$0.377130
15	$0.112830	$0.048813	$14.045239	$0.395986

Step 8. Spread the Assessments

The resultant assessment spread calculation results for each parcel within the Downtown Modesto CBD are shown in Appendix 1 attached to this Report and were determined by applying the District assessment formula to each identified assessed property.

APN	Yr 1 – 2015/16 Assessment
103 001 002 000	$749.39
103 001 003 000	$2,031.74
103 001 004 000	$5,358.40
103 001 006 000	$1,561.53
103 001 007 000	$3,838.14
103 001 009 000	$1,750.98
103 003 001 000	$478.78
103 003 002 000	$1,492.85
103 003 003 000	$1,850.85
103 003 004 000	$925.44
103 003 005 000	$917.87
103 003 006 000	$2,223.96
104 003 010 000	$13,000.25
104 004 004 000	$5,580.46
104 004 006 000	$4,229.95
104 004 007 000	$3,529.08
104 005 001 000	$4,246.81
104 005 002 000	$394.76
104 005 003 000	$879.85
104 005 004 000	$3,282.77
104 006 001 000	$2,464.10
104 006 005 000	$2,436.86
104 006 011 000	$2,477.95
104 007 001 000	$4,491.81
104 007 010 000	$2,445.07
104 007 011 000	$524.88
104 008 005 000	$482.57
104 008 008 000	$5,341.58
104 008 009 000	$637.23
105 001 010 000	$2,369.83
105 001 011 000	$12,253.60
105 001 012 000	$2,604.51
105 001 013 000	$4,568.41
105 001 014 000	$3,251.34
105 002 001 000	$3,108.11
105 002 002 000	$2,134.49
105 002 003 000	$3,099.20
105 003 001 000	$2,824.10
105 003 002 000	$3,184.18
105 003 007 000	$3,184.85
105 004 003 000	$2,577.17
105 004 006 000	$1,648.25
105 004 007 000	$3,001.33
105 004 008 000	$10,521.46
105 005 002 000	$1,233.04
105 005 003 000	$593.59
105 005 004 000	$391.34
105 005 005 000	$943.77
105 005 006 000	$2,799.07
105 005 007 000	$617.21
105 005 008 000	$6,204.41
105 005 009 000	$624.61
105 005 010 000	$75.17
105 006 011 000	$5,473.63
105 006 012 000	$7,262.75
105 007 001 000	$749.55
105 007 004 000	$4,960.00
105 007 005 000	$2,047.67
105 007 006 000	$1,054.54
105 007 007 000	$813.46
105 007 008 000	$724.22
105 007 009 000	$212.90
105 007 010 000	$546.27
105 007 011 000	$2,067.48
105 007 015 000	$2,387.33
105 008 001 000	$723.68
105 008 002 000	$1,191.01
105 008 003 000	$645.75
105 008 004 000	$816.10
105 008 005 000	$824.94
105 008 006 000	$469.56
105 008 010 000	$1,320.79
105 008 011 000	$1,753.90
105 008 012 000	$933.38
105 008 017 000	$2,596.66
105 008 020 000	$3,082.70
105 008 021 000	$1,103.98
105 008 022 000	$293.65
105 009 001 000	$4,793.40
105 010 007 000	$2,070.80
105 010 011 000	$1,034.24
105 010 012 000	$760.65
105 010 013 000	$1,899.67
105 010 015 000	$1,840.07
105 010 016 000	$2,012.27
105 010 017 000	$4,349.49
105 011 001 000	$2,335.65

105 011 002 000	$590.56
105 011 005 000	$3,833.23
105 011 006 000	$615.72
105 011 007 000	$726.20
105 011 008 000	$3,060.29
105 011 009 000	$4,599.97
105 012 003 000	$630.02
105 012 004 000	$2,281.64
105 012 005 000	$1,782.90
105 012 006 000	$3,109.51
105 012 007 000	$751.29
105 012 008 000	$803.76
105 012 009 000	$2,733.65
105 012 010 000	$3,091.57
105 013 001 000	$2,619.00
105 013 002 000	$676.70
105 013 003 000	$606.09
105 013 004 000	$320.21
105 013 005 000	$339.79
105 013 006 000	$460.58
105 013 007 000	$2,330.56
105 013 008 000	$391.14
105 013 009 000	$3,266.34
105 013 012 000	$2,540.66
105 013 013 000	$1,387.55
105 014 006 000	$20,878.86
105 015 001 000	$2,176.27
105 015 002 000	$789.77
105 015 003 000	$1,092.71
105 015 004 000	$1,096.13
105 015 005 000	$1,493.01
105 015 006 000	$583.83
105 015 007 000	$2,034.78
105 015 008 000	$754.48
105 015 009 000	$385.79
105 015 010 000	$384.36
105 015 011 000	$405.73
105 015 012 000	$418.27
105 015 013 000	$422.83
105 015 014 000	$3,078.28
105 016 001 000	$2,150.35
105 016 002 000	$693.90
105 016 003 000	$1,074.70
105 016 004 000	$1,442.25
105 016 005 000	$526.53
105 016 006 000	$2,046.22
105 016 007 000	$881.10
105 016 008 000	$1,079.07
105 016 009 000	$1,819.84
105 016 010 000	$912.62
105 016 011 000	$4,843.67
105 017 001 000	$2,183.03
105 017 006 000	$1,313.32
105 017 007 000	$842.87
105 017 008 000	$2,951.79
105 017 009 000	$3,206.03
105 017 010 000	$590.35
105 017 011 000	$1,985.20
105 017 014 000	$2,684.15
105 021 001 000	$466.58
105 021 002 000	$1,391.64
105 021 005 000	$1,003.07
105 021 006 000	$2,626.77
105 021 007 000	$2,335.22
105 021 008 000	$1,659.24
105 021 009 000	$4,149.07
105 021 011 000	$503.78
105 021 012 000	$974.81
105 022 001 000	$716.95
105 022 002 000	$1,766.91
105 022 005 000	$2,568.66
105 022 006 000	$2,534.44
105 022 007 000	$802.48
105 022 008 000	$999.52
105 022 011 000	$1,826.39
105 022 012 000	$1,992.18
105 022 013 000	$789.99
105 022 014 000	$792.78
105 023 004 000	$663.30
105 023 005 000	$992.76
105 023 006 000	$2,225.67
105 023 007 000	$2,757.02
105 023 008 000	$875.23
105 023 009 000	$526.53
105 023 010 000	$965.84
105 023 011 000	$4,017.85
105 023 012 000	$3,373.46
105 024 001 000	$2,845.86

105 024 002 000	$540.21
105 024 003 000	$1,829.64
105 024 004 000	$3,098.10
105 024 010 000	$3,905.18
105 024 012 000	$3,122.15
105 024 013 000	$837.59
105 024 014 000	$2,265.58
105 024 015 000	$0.00
105 024 016 000	$0.00
105 024 017 000	$834.06
105 025 002 000	$4,925.01
105 025 003 000	$2,925.59
105 025 004 000	$4,345.76
105 025 005 000	$656.38
105 026 001 000	$3,615.82
105 026 002 000	$3,103.41
105 026 003 000	$3,713.55
105 026 004 000	$1,540.90
105 026 005 000	$1,179.60
105 026 006 000	$1,182.12
105 026 007 000	$5,810.88
105 027 001 000	$3,999.64
105 027 002 000	$661.92
105 027 003 000	$391.34
105 027 004 000	$2,757.29
105 027 005 000	$979.76
105 027 009 000	$446.23
105 027 010 000	$2,861.62
105 027 011 000	$526.53
105 027 012 000	$467.72
105 027 013 000	$2,377.23
105 027 014 000	$2,656.36
105 028 001 000	$1,621.54
105 028 002 000	$1,371.54
105 028 003 000	$741.94
105 028 004 000	$526.53
105 028 005 000	$1,053.03
105 028 006 000	$1,399.84
105 028 007 000	$579.20
105 028 012 000	$1,121.20
105 028 013 000	$2,074.67
105 028 014 000	$4,131.48
105 037 031 000	$4,202.10
105 037 032 000	$4,405.95
105 037 033 000	$75.17
105 037 034 000	$597.71
105 037 035 000	$5,593.57
105 038 001 000	$4,212.24
105 038 019 000	$2,106.06
105 038 021 000	$422.87
105 038 022 000	$295.27
105 038 023 000	$3,724.91
105 038 024 000	$5,814.71
105 039 013 000	$2,640.34
105 039 014 000	$10,210.60
105 040 001 000	$3,303.09
105 040 014 000	$775.70
105 040 015 000	$2,306.27
105 040 016 000	$3,720.76
105 040 017 000	$411.27
105 040 018 000	$2,129.49
105 040 019 000	$8,462.03
105 041 001 000	$2,317.48
105 041 002 000	$918.98
105 041 003 000	$365.89
105 041 004 000	$861.63
105 041 005 000	$673.54
105 041 006 000	$138.67
105 041 007 000	$1,681.13
105 041 008 000	$2.56
105 041 015 000	$2,505.37
105 041 016 000	$1,324.35
105 041 017 000	$718.45
105 041 018 000	$1,737.98
105 041 019 000	$333.77
105 041 021 000	$1,426.55
105 041 022 000	$2,842.03
105 042 005 000	$1,848.24
105 042 006 000	$2,246.24
105 042 007 000	$2,168.33
105 042 016 000	$14,275.95
105 048 006 000	$7,088.48
105 048 008 000	$155.89
105 048 010 000	$23,128.23
105 048 011 000	$13,774.62
106 014 001 000	$2,581.84
106 014 007 000	$526.30
106 014 008 000	$1,106.87

106 014 009 000	$421.62
106 014 015 000	$900.36
106 014 016 000	$1,588.96
106 014 019 000	$2,373.03
106 014 020 000	$2,106.06
106 014 021 000	$2,353.89
106 015 001 000	$1,805.19
106 015 002 000	$1,751.36
106 015 003 000	$482.14
106 015 004 000	$640.57
106 015 005 000	$722.93
106 015 006 000	$556.79
106 015 007 000	$1,888.74
106 015 008 000	$1,788.87
106 015 009 000	$386.19
106 015 010 000	$754.73
106 015 011 000	$526.53
106 015 012 000	$731.68
106 015 013 000	$448.78
106 015 014 000	$2,213.26
106 015 015 000	$663.99
106 027 002 000	$787.94
106 027 003 000	$526.53
106 027 004 000	$526.53
106 027 005 000	$893.09
106 027 006 000	$1,495.85
106 027 007 000	$695.19
106 027 008 000	$3,263.07
106 027 009 000	$1,579.56
106 027 010 000	$2,010.45
106 027 011 000	$1,617.13
106 027 012 000	$1,126.29
106 028 006 000	$2,143.26
106 028 012 000	$10,765.42
106 041 003 000	$925.44
106 041 004 000	$2,454.02
106 041 007 000	$462.72
106 041 008 000	$962.82
106 041 010 000	$303.71
106 041 016 000	$2,173.10
106 041 017 000	$4,544.78
106 041 018 000	$4,297.25
106 041 019 000	$720.28
106 041 020 000	$740.23
106 042 001 000	$1,782.90
106 042 002 000	$524.73
106 042 003 000	$526.95
106 042 004 000	$528.94
106 042 005 000	$411.43
106 042 006 000	$1,071.89
106 042 007 000	$2,487.47
106 042 010 000	$989.22
106 042 011 000	$494.06
106 042 012 000	$4,169.11
106 042 013 000	$2,046.16
TOTAL	$699,996.84

APPENDIX 2

DOWNTOWN MODESTO CBD BOUNDARY MAP

LEGEND
Modesto District 3/27/2015
NEW CITY

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-331

RESOLUTION ACCEPTING A GRANT IN THE AMOUNT OF $5,200 FROM PACIFIC GAS AND ELECTRIC COMPANY IN SUPPORT OF THE MODESTO FIRE DEPARTMENT'S ATTAINMENT OF HAZARDOUS MATERIALS TEAM TYPE II STATUS

WHEREAS, the Modesto Fire Department is an all-risk organization and therefore responds to all emergencies related to fire and life safety, and

WHEREAS, one of the department's specialized teams is the Hazardous Materials Unit (HazMat) housed at Fire Station 4 on Blue Gum Avenue, and

WHEREAS, in its current status, the HazMat team responds as part of the Stanislaus County Hazardous Materials Team to incidents as well as natural gas leaks and odor calls for service, and

WHEREAS, the equipment purchased under this grant will increase the team's response capabilities and will help the department achieve recognition as a California Office of Emergency Services Hazardous Materials Type II team, and

WHEREAS, the state Type II status is an identified goal in the fire department's strategic plan, and

WHEREAS, Pacific Gas and Electric Company provides local grants to ensure the neighborhoods they share with their customers are great places to live and work, and

WHEREAS, the areas Pacific Gas and Electric Company supports with their local grants include education, economic and community vitality, the environment, and emergency preparedness, and

WHEREAS, the Modesto Fire Department applied for the Pacific Gas and Electric Company community grant in March 2015 and received an award letter in July 2015, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves accepting a grant in the amount of $5,200 from Pacific Gas and Electric Company in support of the Modesto Fire Department's attainment of Hazardous Materials Team Type II status.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 1st day of September, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-332

RESOLUTION ACCEPTING WITH REGRET THE RESIGNATION OF KATE TROMPETTER FROM THE CULTURE COMMISSION

WHEREAS, Kate Trompetter was appointed a member of the Culture Commission on February 2, 2010, and

WHEREAS, Kate Trompetter has tendered her resignation from the Culture Commission and

NOW, THERFORE, BE IT RESOLVED that the resignation of Kate Trompetter from the Culture Commission be, and hereby is accepted with regret.

BE IT FURTHER RESOLVED that the Council of the City of Modesto, on its own behalf, and on behalf of the citizens of the City, hereby expresses its sincere appreciation to Culture Commission for her service to the community.

The foregoing resolution was introduced at a special meeting of the Council of the City of Modesto held on the 8th day of September 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

APPROVED AS TO FORM:

ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-333

A RESOLUTION APPOINTING AMIN VOHRA TO THE CITY OF MODESTO PLANNING COMMISSION

WHEREAS, Section 1102 of the Charter of the City of Modesto authorizes the City Council to appoint members to various Boards and Commissions, and

WHEREAS, the Appointments Committee met on August 25, 2015 and recommended appointment of Amin Vohra to the Modesto Planning Commission.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Council of the City of Modesto as follows:

SECTION 1. Amin Vohra is hereby appointed to the Modesto Planning Commission with a term expiration of January 1, 2020.

SECTION 2. The City Clerk is hereby directed to transmit a copy of this resolution to the appointed member of the Modesto Planning Commission, and the Secretary thereof.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of September, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST:

STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-334

RESOLUTION AMENDING EXHIBITS "D THROUGH F" OF RESOLUTION NO. 2014-520 TO REVISE THE CLASS RANGE TABLE AND SALARY SCHEDULES FOR EXECUTIVE MANAGEMENT INCLUDING CHARTER OFFICERS, TO AMEND THE SALARY RANGE FOR DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT FROM 1422 TO 1426.

WHEREAS, the Council of the City of Modesto desires to amend **Exhibit "D"** of Resolution No. 2014-520 which approved the Class Range Table for Executive Management including Charter Officers, and

WHEREAS, the Council of the City of Modesto desires to amend **Exhibit "E"** of Resolution No. 2014-520 which approved the Schedule of Salary Ranges for Executive Management including Charter Officers effective December 2, 2014, and

WHEREAS, the Council of the City of Modesto desires to amend **Exhibit "F"** of Resolution No. 2014-520 which approved the Schedule of Salary Ranges for Executive Management including Charter Officers effective March 1, 2016, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto as follows:

SECTION I. AMENDMENT TO RESOLUTION NO. 2014-520. **Exhibit "D"** entitled, "City Of Modesto Class Range Table, Executive Management," attached to Resolution No. 2014-520, is hereby amended as shown on the amended **Exhibit "A"** entitled "City of Modesto Class Range Table, Executive Management, Effective September 1, 2015" which is attached hereto and made a part hereof as though set forth in full herein. Said **Exhibit "A"** amends the Director of Community Economic Development salary from range 1422 to range 1426.

AMENDMENT TO RESOLUTION NO. 2014-520. **Exhibit "E"** entitled, "City Of Modesto Schedule of Salary Ranges in City Service for FY 14/15, Effective December 2, 2014 - Executive Management," attached to Resolution No. 2014-520, is hereby amended as shown on the amended **Exhibit "B"** entitled "City Of Modesto Schedule of Salary Ranges in City Service for FY 15/16, Effective September 1, 2015 - Executive Management" which is attached hereto and made a part hereof as though set forth in full herein. Said **Exhibit "B"** amends the Director of Community Economic Development salary from range 1422 to range 1426.

AMENDMENT TO RESOLUTION NO. 2014-520. **Exhibit "F"** entitled, " City Of Modesto Schedule of Salary Ranges in City Service for FY 14/15, Effective March 1, 2016 - Executive Management," attached to Resolution No. 2014-520, is hereby amended as shown on the amended **Exhibit "C"** entitled "City Of Modesto Schedule of Salary Ranges in City Service for FY 15/16, Effective March 1, 2016 - Executive Management" which is attached hereto and made a part hereof as though set forth in full herein. Said **Exhibit "C"** amends the Director of Community Economic Development salary from range 1422 to range 1426.

SECTION II. EFFECTIVE DATE. This resolution shall become effective on and after September 8, 2015.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the1st day of September, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh

NOES: Councilmembers: None

ABSENT: Councilmembers: Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)
APPROVED AS TO FORM:

By _____
ADAM U. LINDGREN, City Attorney

CITY OF MODESTO
CLASS RANGE TABLE
EXECUTIVE MANAGEMENT
Effective **September 1, 2015**

RANGE	TITLE
1414	City Auditor City Clerk
1420	Director of Human Resources
1422	Chief Information Officer Director of Finance Director of Parks, Recreation and Neighborhoods Director of Public Works Director of Utility Planning and Projects
1425	Director of Administrative Services
1426	**Director of Community and Economic Development**
1427	Deputy City Manager
1428	City Attorney
1429	Director of Utilities
1436	City Manager

EXHIBIT A

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 15/16
EFFECTIVE March 1, 2016 (Effective 2/23/16)

Executive Management 1.00%

Range		HOURLY		Bi-weekly		Monthly	
1405		38.58	48.23	3,086.40	3,858.40	6,712.92	8,392.02
1406		39.54	49.44	3,163.20	3,955.20	6,879.96	8,602.56
1407		40.53	50.68	3,242.40	4,054.40	7,052.22	8,818.32
1408		41.54	51.95	3,323.20	4,156.00	7,227.96	9,039.30
1409		42.58	53.25	3,406.40	4,260.00	7,408.92	9,265.50
1410		43.64	54.58	3,491.20	4,366.40	7,593.36	9,496.92
1411		44.73	55.94	3,578.40	4,475.20	7,783.02	9,733.56
1412		45.85	57.34	3,668.00	4,587.20	7,977.90	9,977.16
1413		47.00	58.77	3,760.00	4,701.60	8,178.00	10,225.98
1414	City Clerk	48.18	60.24	3,854.40	4,819.20	8,383.32	10,481.76
	City Auditor	48.18	60.24	3,854.40	4,819.20	8,383.32	10,481.76
1415		49.38	61.75	3,950.40	4,940.00	8,592.12	10,744.50
1416		50.61	63.29	4,048.80	5,063.20	8,806.14	11,012.46
1417		51.88	64.87	4,150.40	5,189.60	9,027.12	11,287.38
1418		53.18	66.49	4,254.40	5,319.20	9,253.32	11,569.26
1419		54.51	68.15	4,360.80	5,452.00	9,484.74	11,858.10
1420		55.87	69.85	4,469.60	5,588.00	9,721.38	12,153.90
	Director of Human Resources	55.87	69.85	4,469.60	5,588.00	9,721.38	12,153.90
1421		57.27	71.60	4,581.60	5,728.00	9,964.98	12,458.40
1422	Chief Information Officer	58.70	73.39	4,696.00	5,871.20	10,213.80	12,769.86
	Director of Finance	58.70	73.39	4,696.00	5,871.20	10,213.80	12,769.86
	Director of Public Works	58.70	73.39	4,696.00	5,871.20	10,213.80	12,769.86
	Director of Parks, Recreation & Neighborhoods	58.70	73.39	4,696.00	5,871.20	10,213.80	12,769.86
	Director of Utility Planning and Projects	58.70	73.39	4,696.00	5,871.20	10,213.80	12,769.86
1423		60.17	75.22	4,813.60	6,017.60	10,469.58	13,088.28
1424		61.67	77.10	4,933.60	6,168.00	10,730.58	13,415.40
1425	Director of Administrative Services	63.21	79.03	5,056.80	6,322.40	10,998.54	13,751.22
1426	Director of Community and Economic Development	64.79	81.01	5,183.20	6,480.80	11,273.46	14,095.74
1427	Deputy City Manager	66.41	83.04	5,312.80	6,643.20	11,555.34	14,448.96
1428	City Attorney	68.07	85.12	5,445.60	6,809.60	11,844.18	14,810.88
1429	Director of Utilities	69.77	87.25	5,581.60	6,980.00	12,139.98	15,181.50
1430		71.51	89.43	5,720.80	7,154.40	12,442.74	15,560.82
1431		73.30	91.67	5,864.00	7,333.60	12,754.20	15,950.58
1432		75.13	93.96	6,010.40	7,516.80	13,072.62	16,349.04
1433		77.01	96.31	6,160.80	7,704.80	13,399.74	16,757.94
1434		78.94	98.72	6,315.20	7,897.60	13,735.56	17,177.28
1435		80.91	101.19	6,472.80	8,095.20	14,078.34	17,607.06
1436	City Manager	82.93	103.72	6,634.40	8,297.60	14,429.82	18,047.28
1437		85.00	106.31	6,800.00	8,504.80	14,790.00	18,497.94
1438		87.13	108.97	6,970.40	8,717.60	15,160.62	18,960.78
1439		89.31	111.69	7,144.80	8,935.20	15,539.94	19,434.06
1440		91.54	114.48	7,323.20	9,158.40	15,927.96	19,919.52
1441		93.83	117.34	7,506.40	9,387.20	16,326.42	20,417.16

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 15/16
EFFECTIVE March 1, 2016 (Effective 2/23/16)

Executive Management 1.00%

	HOURLY		Bi-weekly		Monthly	
1405	38.58	48.23	3,086.40	3,858.40	6,712.92	8,392.02
1406	39.54	49.44	3,163.20	3,955.20	6,879.96	8,602.56
1407	40.53	50.68	3,242.40	4,054.40	7,052.22	8,818.32
1408	41.54	51.95	3,323.20	4,156.00	7,227.96	9,039.30
1409	42.58	53.25	3,406.40	4,260.00	7,408.92	9,265.50
1410	43.64	54.58	3,491.20	4,366.40	7,593.36	9,496.92
1411	44.73	55.94	3,578.40	4,475.20	7,783.02	9,733.56
1412	45.85	57.34	3,668.00	4,587.20	7,977.90	9,977.16
1413	47.00	58.77	3,760.00	4,701.60	8,178.00	10,225.98
1414	48.18	60.24	3,854.40	4,819.20	8,383.32	10,481.76
1415	49.38	61.75	3,950.40	4,940.00	8,592.12	10,744.50
1416	50.61	63.29	4,048.80	5,063.20	8,806.14	11,012.46
1417	51.88	64.87	4,150.40	5,189.60	9,027.12	11,287.38
1418	53.18	66.49	4,254.40	5,319.20	9,253.32	11,569.26
1419	54.51	68.15	4,360.80	5,452.00	9,484.74	11,858.10
1420	55.87	69.85	4,469.60	5,588.00	9,721.38	12,153.90
1421	57.27	71.60	4,581.60	5,728.00	9,964.98	12,458.40
1422	58.70	73.39	4,696.00	5,871.20	10,213.80	12,769.86
1423	60.17	75.22	4,813.60	6,017.60	10,469.58	13,088.28
1424	61.67	77.10	4,933.60	6,168.00	10,730.58	13,415.40
1425	63.21	79.03	5,056.80	6,322.40	10,998.54	13,751.22
1426	64.79	81.01	5,183.20	6,480.80	11,273.46	14,095.74
1427	66.41	83.04	5,312.80	6,643.20	11,555.34	14,448.96
1428	68.07	85.12	5,445.60	6,809.60	11,844.18	14,810.88
1429	69.77	87.25	5,581.60	6,980.00	12,139.98	15,181.50
1430	71.51	89.43	5,720.80	7,154.40	12,442.74	15,560.82
1431	73.30	91.67	5,864.00	7,333.60	12,754.20	15,950.58
1432	75.13	93.96	6,010.40	7,516.80	13,072.62	16,349.04
1433	77.01	96.31	6,160.80	7,704.80	13,399.74	16,757.94
1434	78.94	98.72	6,315.20	7,897.60	13,735.56	17,177.28
1435	80.91	101.19	6,472.80	8,095.20	14,078.34	17,607.06
1436	82.93	103.72	6,634.40	8,297.60	14,429.82	18,047.28
1437	85.00	106.31	6,800.00	8,504.80	14,790.00	18,497.94
1438	87.13	108.97	6,970.40	8,717.60	15,160.62	18,960.78
1439	89.31	111.69	7,144.80	8,935.20	15,539.94	19,434.06
1440	91.54	114.48	7,323.20	9,158.40	15,927.96	19,919.52
1441	93.83	117.34	7,506.40	9,387.20	16,326.42	20,417.16

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 15/16
EFFECTIVE March 1, 2016 (Effective 2/23/16)

Executive Management 1.00%

Range		HOURLY		Bi-weekly		Monthly	
1405		38.58	48.23	3,086.40	3,858.40	6,712.92	8,392.02
1406		39.54	49.44	3,163.20	3,955.20	6,879.96	8,602.56
1407		40.53	50.68	3,242.40	4,054.40	7,052.22	8,818.32
1408		41.54	51.95	3,323.20	4,156.00	7,227.96	9,039.30
1409		42.58	53.25	3,406.40	4,260.00	7,408.92	9,265.50
1410		43.64	54.58	3,491.20	4,366.40	7,593.36	9,496.92
1411		44.73	55.94	3,578.40	4,475.20	7,783.02	9,733.56
1412		45.85	57.34	3,668.00	4,587.20	7,977.90	9,977.16
1413		47.00	58.77	3,760.00	4,701.60	8,178.00	10,225.98
1414	City Clerk	48.18	60.24	3,854.40	4,819.20	8,383.32	10,481.76
	City Auditor	48.18	60.24	3,854.40	4,819.20	8,383.32	10,481.76
1415		49.38	61.75	3,950.40	4,940.00	8,592.12	10,744.50
1416		50.61	63.29	4,048.80	5,063.20	8,806.14	11,012.46
1417		51.88	64.87	4,150.40	5,189.60	9,027.12	11,287.38
1418		53.18	66.49	4,254.40	5,319.20	9,253.32	11,569.26
1419		54.51	68.15	4,360.80	5,452.00	9,484.74	11,858.10
1420		55.87	69.85	4,469.60	5,588.00	9,721.38	12,153.90
	Director of Human Resources	55.87	69.85	4,469.60	5,588.00	9,721.38	12,153.90
1421		57.27	71.60	4,581.60	5,728.00	9,964.98	12,458.40
1422	Chief Information Officer	58.70	73.39	4,696.00	5,871.20	10,213.80	12,769.86
	Director of Finance	58.70	73.39	4,696.00	5,871.20	10,213.80	12,769.86
	Director of Public Works	58.70	73.39	4,696.00	5,871.20	10,213.80	12,769.86
	Director of Parks, Recreation & Neighborhoods	58.70	73.39	4,696.00	5,871.20	10,213.80	12,769.86
	Director of Utility Planning and Projects	58.70	73.39	4,696.00	5,871.20	10,213.80	12,769.86
1423		60.17	75.22	4,813.60	6,017.60	10,469.58	13,088.28
1424		61.67	77.10	4,933.60	6,168.00	10,730.58	13,415.40
1425	Director of Administrative Services	63.21	79.03	5,056.80	6,322.40	10,998.54	13,751.22
1426	Director of Community and Economic Development	64.79	81.01	5,183.20	6,480.80	11,273.46	14,095.74
1427	Deputy City Manager	66.41	83.04	5,312.80	6,643.20	11,555.34	14,448.96
1428	City Attorney	68.07	85.12	5,445.60	6,809.60	11,844.18	14,810.88
1429	Director of Utilities	69.77	87.25	5,581.60	6,980.00	12,139.98	15,181.50
1430		71.51	89.43	5,720.80	7,154.40	12,442.74	15,560.82
1431		73.30	91.67	5,864.00	7,333.60	12,754.20	15,950.58
1432		75.13	93.96	6,010.40	7,516.80	13,072.62	16,349.04
1433		77.01	96.31	6,160.80	7,704.80	13,399.74	16,757.94
1434		78.94	98.72	6,315.20	7,897.60	13,735.56	17,177.28
1435		80.91	101.19	6,472.80	8,095.20	14,078.34	17,607.06
1436	City Manager	82.93	103.72	6,634.40	8,297.60	14,429.82	18,047.28
1437		85.00	106.31	6,800.00	8,504.80	14,790.00	18,497.94
1438		87.13	108.97	6,970.40	8,717.60	15,160.62	18,960.78
1439		89.31	111.69	7,144.80	8,935.20	15,539.94	19,434.06
1440		91.54	114.48	7,323.20	9,158.40	15,927.96	19,919.52
1441		93.83	117.34	7,506.40	9,387.20	16,326.42	20,417.16

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 15/16
EFFECTIVE March 1, 2016 (Effective 2/23/16)

Executive Management 1.00%

	HOURLY		Bi-weekly		Monthly	
1405	38.58	48.23	3,086.40	3,858.40	6,712.92	8,392.02
1406	39.54	49.44	3,163.20	3,955.20	6,879.96	8,602.56
1407	40.53	50.68	3,242.40	4,054.40	7,052.22	8,818.32
1408	41.54	51.95	3,323.20	4,156.00	7,227.96	9,039.30
1409	42.58	53.25	3,406.40	4,260.00	7,408.92	9,265.50
1410	43.64	54.58	3,491.20	4,366.40	7,593.36	9,496.92
1411	44.73	55.94	3,578.40	4,475.20	7,783.02	9,733.56
1412	45.85	57.34	3,668.00	4,587.20	7,977.90	9,977.16
1413	47.00	58.77	3,760.00	4,701.60	8,178.00	10,225.98
1414	48.18	60.24	3,854.40	4,819.20	8,383.32	10,481.76
1415	49.38	61.75	3,950.40	4,940.00	8,592.12	10,744.50
1416	50.61	63.29	4,048.80	5,063.20	8,806.14	11,012.46
1417	51.88	64.87	4,150.40	5,189.60	9,027.12	11,287.38
1418	53.18	66.49	4,254.40	5,319.20	9,253.32	11,569.26
1419	54.51	68.15	4,360.80	5,452.00	9,484.74	11,858.10
1420	55.87	69.85	4,469.60	5,588.00	9,721.38	12,153.90
1421	57.27	71.60	4,581.60	5,728.00	9,964.98	12,458.40
1422	58.70	73.39	4,696.00	5,871.20	10,213.80	12,769.86
1423	60.17	75.22	4,813.60	6,017.60	10,469.58	13,088.28
1424	61.67	77.10	4,933.60	6,168.00	10,730.58	13,415.40
1425	63.21	79.03	5,056.80	6,322.40	10,998.54	13,751.22
1426	64.79	81.01	5,183.20	6,480.80	11,273.46	14,095.74
1427	66.41	83.04	5,312.80	6,643.20	11,555.34	14,448.96
1428	68.07	85.12	5,445.60	6,809.60	11,844.18	14,810.88
1429	69.77	87.25	5,581.60	6,980.00	12,139.98	15,181.50
1430	71.51	89.43	5,720.80	7,154.40	12,442.74	15,560.82
1431	73.30	91.67	5,864.00	7,333.60	12,754.20	15,950.58
1432	75.13	93.96	6,010.40	7,516.80	13,072.62	16,349.04
1433	77.01	96.31	6,160.80	7,704.80	13,399.74	16,757.94
1434	78.94	98.72	6,315.20	7,897.60	13,735.56	17,177.28
1435	80.91	101.19	6,472.80	8,095.20	14,078.34	17,607.06
1436	82.93	103.72	6,634.40	8,297.60	14,429.82	18,047.28
1437	85.00	106.31	6,800.00	8,504.80	14,790.00	18,497.94
1438	87.13	108.97	6,970.40	8,717.60	15,160.62	18,960.78
1439	89.31	111.69	7,144.80	8,935.20	15,539.94	19,434.06
1440	91.54	114.48	7,323.20	9,158.40	15,927.96	19,919.52
1441	93.83	117.34	7,506.40	9,387.20	16,326.42	20,417.16

CITY OF MODESTO

SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 14/15

EFFECTIVE September 1, 2015

Executive Management 2.00%

	HOURLY		Bi-weekly		Monthly	
1405	38.20	47.75	3,056.00	3,820.00	6,646.80	8,308.50
1406	39.16	48.94	3,132.80	3,915.20	6,813.84	8,515.56
1407	40.14	50.16	3,211.20	4,012.80	6,984.36	8,727.84
1408	41.14	51.41	3,291.20	4,112.80	7,158.36	8,945.34
1409	42.17	52.70	3,373.60	4,216.00	7,337.58	9,169.80
1410	43.22	54.02	3,457.60	4,321.60	7,520.28	9,399.48
1411	44.30	55.37	3,544.00	4,429.60	7,708.20	9,634.38
1412	45.41	56.75	3,632.80	4,540.00	7,901.34	9,874.50
1413	46.55	58.17	3,724.00	4,653.60	8,099.70	10,121.58
1414	47.71	59.62	3,816.80	4,769.60	8,301.54	10,373.88
1415	48.90	61.11	3,912.00	4,888.80	8,508.60	10,633.14
1416	50.12	62.64	4,009.60	5,011.20	8,720.88	10,899.36
1417	51.37	64.21	4,109.60	5,136.80	8,938.38	11,172.54
1418	52.65	65.82	4,212.00	5,265.60	9,161.10	11,452.68
1419	53.97	67.47	4,317.60	5,397.60	9,390.78	11,739.78
1420	55.32	69.16	4,425.60	5,532.80	9,625.68	12,033.84
1421	56.70	70.89	4,536.00	5,671.20	9,865.80	12,334.86
1422	58.12	72.66	4,649.60	5,812.80	10,112.88	12,642.84
1423	59.57	74.48	4,765.60	5,958.40	10,365.18	12,959.52
1424	61.06	76.34	4,884.80	6,107.20	10,624.44	13,283.16
1425	62.59	78.25	5,007.20	6,260.00	10,890.66	13,615.50
1426	64.15	80.21	5,132.00	6,416.80	11,162.10	13,956.54
1427	65.75	82.22	5,260.00	6,577.60	11,440.50	14,306.28
1428	67.39	84.28	5,391.20	6,742.40	11,725.86	14,664.72
1429	69.07	86.39	5,525.60	6,911.20	12,018.18	15,031.86
1430	70.80	88.55	5,664.00	7,084.00	12,319.20	15,407.70
1431	72.57	90.76	5,805.60	7,260.80	12,627.18	15,792.24
1432	74.38	93.03	5,950.40	7,442.40	12,942.12	16,187.22
1433	76.24	95.36	6,099.20	7,628.80	13,265.76	16,592.64
1434	78.15	97.74	6,252.00	7,819.20	13,598.10	17,006.76
1435	80.10	100.18	6,408.00	8,014.40	13,937.40	17,431.32
1436	82.10	102.68	6,568.00	8,214.40	14,285.40	17,866.32
1437	84.15	105.25	6,732.00	8,420.00	14,642.10	18,313.50
1438	86.25	107.88	6,900.00	8,630.40	15,007.50	18,771.12
1439	88.41	110.58	7,072.80	8,846.40	15,383.34	19,240.92
1440	90.62	113.34	7,249.60	9,067.20	15,767.88	19,721.16
1441	92.89	116.17	7,431.20	9,293.60	16,162.86	20,213.58

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 14/15
EFFECTIVE September 1, 2015

Executive Management 2.00%

HOURLY	Bi-weekly	Monthly

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 14/15
EFFECTIVE September 1, 2015

Executive Management 2.00%

Range		HOURLY		Bi-weekly		Monthly	
1405		38.20	47.75	3,056.00	3,820.00	6,646.80	8,308.50
1406		39.16	48.94	3,132.80	3,915.20	6,813.84	8,515.56
1407		40.14	50.16	3,211.20	4,012.80	6,984.36	8,727.84
1408		41.14	51.41	3,291.20	4,112.80	7,158.36	8,945.34
1409		42.17	52.70	3,373.60	4,216.00	7,337.58	9,169.80
1410		43.22	54.02	3,457.60	4,321.60	7,520.28	9,399.48
1411		44.30	55.37	3,544.00	4,429.60	7,708.20	9,634.38
1412		45.41	56.75	3,632.80	4,540.00	7,901.34	9,874.50
1413		46.55	58.17	3,724.00	4,653.60	8,099.70	10,121.58
1414	City Clerk	47.71	59.62	3,816.80	4,769.60	8,301.54	10,373.88
	City Auditor	47.71	59.62	3,816.80	4,769.60	8,301.54	10,373.88
1415		48.90	61.11	3,912.00	4,888.80	8,508.60	10,633.14
1416		50.12	62.64	4,009.60	5,011.20	8,720.88	10,899.36
1417		51.37	64.21	4,109.60	5,136.80	8,938.38	11,172.54
1418		52.65	65.82	4,212.00	5,265.60	9,161.10	11,452.68
1419		53.97	67.47	4,317.60	5,397.60	9,390.78	11,739.78
1420	Director of Human Resources	55.32	69.16	4,425.60	5,532.80	9,625.68	12,033.84
		55.32	69.16	4,425.60	5,532.80	9,625.68	12,033.84
1421		56.70	70.89	4,536.00	5,671.20	9,865.80	12,334.86
1422	Chief Information Officer	58.12	72.66	4,649.60	5,812.80	10,112.88	12,642.84
		58.12	72.66	4,649.60	5,812.80	10,112.88	12,642.84
	Director of Finance	58.12	72.66	4,649.60	5,812.80	10,112.88	12,642.84
	Director of Public Works	58.12	72.66	4,649.60	5,812.80	10,112.88	12,642.84
	Director of Parks, Recreation & Neighborhoods	58.12	72.66	4,649.60	5,812.80	10,112.88	12,642.84
	Director of Utility Planning and Projects	58.12	72.66	4,649.60	5,812.80	10,112.88	12,642.84
1423		59.57	74.48	4,765.60	5,958.40	10,365.18	12,959.52
1424		61.06	76.34	4,884.80	6,107.20	10,624.44	13,283.16
1425	Director of Administrative Services	62.59	78.25	5,007.20	6,260.00	10,890.66	13,615.50
1426	Director of Community and Economic Development	64.15	80.21	5,132.00	6,416.80	11,162.10	13,956.54
1427	Deputy City Manager	65.75	82.22	5,260.00	6,577.60	11,440.50	14,306.28
1428	City Attorney	67.39	84.28	5,391.20	6,742.40	11,725.86	14,664.72
1429	Director of Utilities	69.07	86.39	5,525.60	6,911.20	12,018.18	15,031.86
1430		70.80	88.55	5,664.00	7,084.00	12,319.20	15,407.70
1431		72.57	90.76	5,805.60	7,260.80	12,627.18	15,792.24
1432		74.38	93.03	5,950.40	7,442.40	12,942.12	16,187.22
1433		76.24	95.36	6,099.20	7,628.80	13,265.76	16,592.64
1434		78.15	97.74	6,252.00	7,819.20	13,598.10	17,006.76
1435		80.10	100.18	6,408.00	8,014.40	13,937.40	17,431.32
1436	City Manager	82.10	102.68	6,568.00	8,214.40	14,285.40	17,866.32
1437		84.15	105.25	6,732.00	8,420.00	14,642.10	18,313.50
1438		86.25	107.88	6,900.00	8,630.40	15,007.50	18,771.12
1439		88.41	110.58	7,072.80	8,846.40	15,383.34	19,240.92
1440		90.62	113.34	7,249.60	9,067.20	15,767.88	19,721.16
1441		92.89	116.17	7,431.20	9,293.60	16,162.86	20,213.58

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 14/15
EFFECTIVE September 1, 2015

Executive Management 2.00%

Range	HOURLY	Bi-weekly	Monthly

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-335

RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE CALIFORNIA RIVER PARKWAYS GRANT PROGRAM TO FUND DEVELOPMENT OF THE RIVER OVERLOOK IN THE TUOLUMNE RIVER REGIONAL PARK GATEWAY PARCEL

WHEREAS, the Legislature and Governor of the State of California have provided funds for the California River Parkways Grant Program; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of application by the Applicant's governing board before submission of said application to the State; and

WHEREAS, the River Overlook in the Tuolumne River Regional Park Gateway Parcel project meets the eligibility requirements of the River Parkways Grant Program; and

WHEREAS, the applicant, if selected, will enter into an agreement with the State of California to carry out the project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Modesto that it hereby:

1. Approves the filing of an application for the development of the River Overlook in the Tuolumne River Regional Park Gateway Parcel; and

2. Certifies that the City of Modesto understands the assurances and certification in the application; and

3. Certifies that the City of Modesto will have sufficient funds to operate and maintain the project consistent with the land tenure requirements; or will secure the resources to do so; and

4. Certifies that it will comply with all provisions of Section 1771.5 of the California Labor Code; and

5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, disabled access laws, and, that prior to commencement of construction, all applicable permits will have been obtained; and

6. Certifies that the City of Modesto will work towards the State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1, and

7. Appoints the City Manager, or his designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of September, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-336

RESOLUTION APPROVING THE SUBMITTAL OF AN APPLICATION FOR A RECREATIONAL TRAILS PROGRAM OF THE STATE OF CALIFORNIA GRANT TO FUND THE VIRGINIA CORRIDOR PHASE 7 PROJECT.

WHEREAS, the "Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users" (SAFETEA-LU) provides funds to the State of California for Grants to federal, state, local and non-profit organizations to acquire, develop and/or maintain motorized and non-motorized trail Projects; and

WHEREAS, the State of California Department of Parks and Recreation has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing Project Application under the program; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of Application before submission of said Application to the State; and

WHEREAS, the Virginia Corridor Phase 7 project is consistent with and meets the grant eligibility requirements of the Recreation Trails Program, and

WHEREAS, the Applicant, if selected, will enter into a Contract with the State of California to complete the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Modesto that it hereby:

1. Approves the filing of an Application for the Recreational Trails Program; and

2. Certifies that the Project is consistent with the City of Modesto's general plan; and

3. Certifies that the City of Modesto has or will have available prior to commencement of any work on the Project included in the Application, sufficient funds to operate and maintain the Project; and

4. Certifies that the City Manager, or his designee, has reviewed, understands, and agrees to the General Provisions contained in the Contract shown in the Procedural Guide; and

5. Appoints the City Manager, or designee, as agent to conduct all negotiations, execute and submit all documents, including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the Project, and

6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of September, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None

ABSENT: Councilmembers: Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-337

A RESOLUTION APPROVING AN ANNUAL RETAIL ADVERTISING CONTRACT WITH THE MODESTO BEE (MCCLATCHY NEWSPAPER GROUP); AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONTRACT

WHEREAS, the City of Modesto is currently using the Modesto Bee (McClatchy Newspaper Group) as its primary advertising source for its advertising requirements, and

WHEREAS, the advertising services are required for classified and legal advertisements as required by law, and for retail advertisements for public information purposes, and

WHEREAS, the City's Purchasing Manager annually meets with the Modesto Bee and based on advertising volume commitments over the prior year identifies retail contract options which would best meet the City's retail advertising needs, and

WHEREAS, the current retail contract has expired, and

WHEREAS, the City's Purchasing Manager once again met with the Modesto Bee to discuss what contract renewal options would be available to the City, and

WHEREAS, the Modesto Bee has agreed to renew the retail advertising contract for another year, and

WHEREAS, the "non-profit no-commitment" will be at a contract rate of $51.68 per column inch, and

WHEREAS, once signed, the advertising contract shall be implemented and tracked by the City's Purchasing Manager,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an annual retail advertising contract with the Modesto Bee

(McClatchy Newspaper Group), consisting of one contract for a retail "no-commitment" non-profit rate of $51.68 per column inch, and

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the contract.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of September, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

APPROVED AS TO FORM:

BY: _____
ADAM U.LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-338

RESOLUTION AMENDING THE FISCAL YEAR 2014-2015 AND FISCAL YEAR 2015-2016 ANNUAL OPERATING AND CAPITAL IMPROVEMENT BUDGETS

WHEREAS, a financial analysis has been completed and it has been determined that a budget adjustment is required to the Annual and Capital Improvement Budgets of the City of Modesto for Fiscal Year 2014-2015 and Fiscal Year 2015-2016,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2014-2015 and Fiscal Year 2015-2016 Annual Operating and Capital Improvement budgets as shown in **Exhibit A**, which is **attached** hereto and incorporated by reference herein.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to take the necessary steps to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of September 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following votes:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST: Stephanie Lopez
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT A

FISCAL YEAR 2014-15

GENERAL FUND REVENUES AND MODESTO POLICE AND FIRE DEPARTMENT

A budget adjustment is necessary to recognize additional revenue from major revenue sources such as Property Tax, Motor Vehicle Fees, Vehicle License Fees, etc. that were received above what was budgeted in FY 2014-15. The total increase in revenues is in the amount $3,152,104. These additional revenues will be used to fund the estimated additional expenses to be incurred in the Modesto Police Department and the Modesto Fire Department budgets for FY 2014-15. The expenses in the Police Department are mainly related to some higher than anticipated Fleet Maintenance expenses and additional costs of new police officer recruits while the Fire Department expenses are mainly a result of the decision by Council to keep Station #6 open during FY 2014-15. The breakdown of the accounts that will be adjusted is shown below:

General Revenues

Account	Amount
0100-90001-41101 (Property Taxes – CY Secured Taxes)	$529,705
0100-90001-41111 (Property Taxes – CY Unsecured)	$77,344
0100-90001-41121 (Property Taxes – Delinquent)	($25,000)
0100-90001-41131 (Property Taxes – Delinquent Unsecured)	($6,673)
0100-90001-41141 (Property Taxes – Supplemental Roll)	$113,489
0100-90001-41151 (Property Taxes – In Lieu)	$34,459
0100-90001-41161 (Property Taxes – Transfer)	$174,056
0100-90001-41162 (Property Taxes – RPTTF Allocation)	$3,716
0100-90001-41201 (Sales and Use Taxes)	$59,791
0100-90001-41402 (Business License Tax – Mill Tax)	$597,412
0100-90001-41204 (Transient Occupancy Tax)	$40,000
0100-90001-41301 (Franchise Tax – Cable TV)	$48,800
0100-90001-42121 (Intergov – State – Motor Vehicle Lic Fees)	$108,317
0100-90001-42157 (Intergov – State – VLF Swap Adjustment)	$804,112
0100-90001-47040 (SB90 Mandated Cost Recovery)	$592,576
	$3,152,104 Total

Modesto Fire Department

Account	Amount
0100-18210-51400 (Budget Only – Salary Adj – Increase)	$2,086,769
0100-18610-58040 (ISF – Infrastructure Tech and Info Charges)	$45,508
0100-18610-54001 (Budget Only – Discretionary Adjustment)	$192,718
	$2,324,995 Total

Modesto Police Department

Account	Amount
0100-19220-51403 (Budget Only – Salary Adj – Decrease)	($420,332)
0100-19320-54001 (Budget Only – Discretionary Adjustment)	$821,000
0100-19420-54001 (Budget Only – Discretionary Adjustment)	$426,441
	$827,109 Total

COMMUNITY & ECONOMIC DEVELOPMENT

A budget adjustment is necessary to establish a transfer in the amount of $67,845 out of the Grants HUD Section 108 Loan Fund, 1190, to the Grants CDBG Direct Program Fund, 1130, to move interest accumulated over the years on HUD Section 108 loan funds to the main CDBG fund.

This budget adjustment is necessary to close out the old Fairview Village Debt Service Fund and transfer any remaining cash balances to the new Fairview Village Debt Service Fund. Any excess funds are from additional assessment revenue net against the debt service expenses. The budget adjustment will transfer $432,464 from Fund 3242 (Fairview Village CFD - Debt Service Fund) to Fund 3245 (Fairview Village CFD - 2014 Debt Service Refunding).

This budget adjustment is necessary to close out the old Village One #2 Debt Service Fund and transfer any remaining cash balances to the new Village One #2 Debt Service Fund to maintain a positive cash flow. Any remaining balances are being transferred to the one-time capital Village One #2 Fund. Any excess funds are from additional assessment revenue net the debt service expenses. The budget adjustment will transfer $735,312 from Fund 3292 (Village One #2 CFD 2004 Debt Service) to Fund 3294 (Village One #2 CFD 2014 Debt Fund) and $4,242,005 from Fund 3292 to Fund 3290 (Village One #2 CFD Fund).

HUMAN RESOURCES

A budget adjustment is necessary to adjust the various insurance funds to true-up the accounts for end of the year budgeted versus actual amounts. This is a yearly true-up that is done to the funds. Pass through accounts for employee contributions to the various insurance funds are responsible for the overages. Below are the adjustments that are being made to the funds:

Account	Amount
5320-17320-53300 (Professional Services)	$25,884
5320-17320-54200 (Insurance Premiums)	$30,574
5320-17320-54201 (Insurance Premiums – Outside Services)	$3,150
5320-17320-54210 (Claims Payments)	$299,509
5350-17110-54210 (Claims Payments)	$487,824
5360-17115-54200 (Insurance Premiums)	$4,866,165
5360-17115-54205 (Retiree Medical Contribution Program)	$593,898
5380-17125-54210 (Claims Payments)	$82,504
5380-17135-54200 (Insurance Premiums)	$159,693
5390-17140-54201 (Insurance Premiums – Outside Services)	$1,709
5390-17140-54210 (Claims Payments)	$461

The increases in expense will be covered by additional revenue that was collected in the funds in FY 2014-15.

PUBLIC WORKS

A budget adjustment is necessary to increase the FY 2014-15 10th Street JPA Allocation from various City funds for the Card Reader Access Project and a budget correction for operational cost increases that was approved by the 10th Street JPA Board on February 26th, 2015 of which the City's portion was $92,847. This assessment of $92,847 has been split amongst a number of funds of which the breakdown can be seen below:

Fund Number		Budget Increase/(Decrease)
5810	$	1,754
5100	$	54,867
1130	$	3,762
1170	$	156
1300	$	8,736
1700	$	2,555
3220	$	774
4100	$	8,085
4210	$	1,574
4540	$	2,790
4891	$	2,417
5120	$	288
5230	$	4,564
5520	$	351
Grand Total	$	92,847

This adjustment will also increase the revenue and expense in the 10th Street JPA Fund by $92,847 in the following accounts:

Account	Amount
5810-52310-42405 (City of Modesto Contribution)	$92,847
5810-52310-53505 (Intergovernmental Services – Other)	$92,847

A budget adjustment is necessary to true-up the end of the year Fleet Replacement Fund (Fund 5409). This is accomplished on an annual basis by transferring funds from the various fleet replacement sub-funds for the replacement of vehicles and/or equipment in other City Funds. Below is the accounting of the transfer accounts that need to increase to complete this adjustment:

	Account	Amount
Out:	1139-71139-75409	$40,729
	1709-71709-75409	$140,000
	4899-74899-75409	$264,779
	4009-74009-75409	$40,729
	4219-74219-75409	$1,092,914
	4109-74109-75409	$440,779
In:	5409-65409-61139	$40,729
	5409-65409-61709	$140,000
	5409-65409-64899	$264,779
	5409-65409-64009	$40,729
	5409-65409-64219	$1,092,914
	5409-65409-64109	$440,779

UTILITIES

A budget adjustment is necessary to transfer funds from the Water Fund (Fund 4100) to the Water CIP Fund (4180) for FY 2014-15 eligible expenses. The Water CIP Fund receives annual reimbursements from the Water Bond Fund (Fund 4130), Water Development Fund (4101), and Water Fund Reserves (4100) for expenses incurred from various Capital Improvement Projects. The Water Bond Fund proceeds have been expended per requirements and there were no new Developer Funded projects in Fiscal Year 2014-15 which left the Water CIPs to be funded through the Water Fund Reserves. This adjustment will increase the transfer out budget from

the Water Fund (4100-74100-74180) by $13,861,078 and increase the transfer in budget in the Water CIP Fund (4180-64180-64100) by $13,861,078 to carry out this action.

FISCAL YEAR 2015-16

CITY ATTORNEY'S OFFICE

A budget adjustment is necessary to amend the FY 2015-16 Operating Budget in the City Attorney's Office to reduce the Salaries and Wages expense due to decreases in Direct Charge Agreements. This amendment will reduce the account 0100-04010-51403 (Budget Only – Salary Adjustment – Decrease) by $505,605 in FY 2015-16.

COMMUNITY & ECONOMIC DEVELOPMENT

A budget adjustment is necessary to recognize $442,650 in unbudgeted revenue from the Department of Transportation for the Virginia Corridor Phase 7 – Design, Capital Improvement Project #100813.

FIRE

A budget adjustment is necessary to establish a transfer from Fund 0180 (Fire Department Unrestricted Non-Capital Projects) into the General Fund Modesto Fire Department FY 2015-16 Operating Revenue Budget in the amount of $1.6 million. This amount was approved by Council as part of the FY 2015-16 Adopted Budget but a transfer was not set up to move the funds that were deposited from the MRFA (Modesto Regional Fire Authority) dissolution into the General Fund. This budget adjustment will correct that oversight and budget the funds appropriately in the revenue budget in the MFD-Suppression division for use in keeping Station #6 open for FY 2015-16.

HUMAN RESOURCES

A budget adjustment to the FY 2015-16 Operating Revenue Budget is necessary in the Human Resources Risk Management Division in Fund 5310 (Insurance Administration Fund) to increase revenue in the amount of $69,920. This revenue needs to be increased to recognize the revenues that are being received in account 45013 (Interfund Charges - Premium Assessments) for the Long Term Disability Insurance Surcharges being charged to all City Funds. The expenses are already budgeted amongst the various City Funds. This adjustment will just recognize the revenue that was not budgeted but is being received.

INFORMATION TECHNOLOGY DEPARTMENT

A budget adjustment is necessary to correct the FY 2015-16 Operating Revenue Budget for the Information Technology Department. This adjustment will result in an increase in revenue in 5230-17410-45007 (IT-Administration) of $144,229 and an increase of $1,869 in 5230-17710-45007 (IT-Network/Data Center) accounts.

POLICE

A budget is necessary in the General Fund MPD-Administration (0100-19110) FY 2015-16 Operating Expense Budget to reduce Professional Services (53300) by $35,000 and increase Legal Services (53450) by $35,000.

A budget adjustment is necessary in the General Fund MPD-Communication Center (0100-19410) FY 2015-16 Operating Budget to increase Salaries and Wages Part-time (51040) by

$30,000 as well as increase the offsetting revenue account Reimbursement – Emergency Communications (47002) by $30,000.

A budget adjustment is necessary in the General Fund MPD-Asset Forfeiture Earmarks (0100-19465) FY 2015-16 Operating Budget to increase the following expense and revenue accounts for purchase of various police equipment and training.

Account	Amount
0100-19465-53025 (Training Expenses)	$10,000
0100-19465-57031 (Police Equipment > $5K)	$60,000
0100-19465-57005 (Info Tech Equip > $5K)	$50,000
0100-19465-46507 (Seized Forfeitures)	$120,000

A budget adjustment is necessary in the General Fund MPD-Traffic Safety Program (0100-19330) FY 2015-16 Operating Expense Budget to decrease Salary and Benefits by $896,375. This decrease is the result of moving 1 Police Sergeant from MPD-Traffic Safety to MPD Investigative Services (0100-19220) and 5 Police Officers and 1 Police Officer Trainee from MPD-Traffic Safety to MPD-Field Operations (0100-19320). Below are the accounts that will be affected by this change in all cost centers related to the movement of positions:

Account	Amount
0100-19330-51403 (Budget Only – Sal Adj – Decrease)	($537,210)
0100-19330-51903 (Budget Only – Benefit Adj – Decrease)	($359,165)
0100-19220-51400 (Budget Only – Sal Adj – Increase)	$94,650
0100-19220-51900 (Budget Only – Benefit Adj – Increase)	$53,356
0100-19320-51400 (Budget Only – Sal Adj – Increase)	$442,560
0100-19320-51900 (Budget Only – Benefit Adj – Increase)	$305,809

A budget adjustment is necessary to establish a new non-capital project for the Organized Crime Drug Enforcement Task Force (OCDETF) Operations in the amount of $20,000 in Project 100896. This budget adjustment will establish both the revenue and expense budgets for this project with $5,000 funding overtime expenses and $15,000 funding tools and field supplies authorized for reimbursement per this agreement with the United States Department of Justice.

PUBLIC WORKS

A budget adjustment is necessary to recognize $100,000 in unbudgeted revenue in Transit Maintenance, Cost Center 53244, and reallocate to Repair Services as reimbursement on claims filed with Transdev for the repairs made to buses involved in accidents.

In review of the Transit Facility Improvements, Project #100749, within the Bus Fixed Route Fund 4510 it was determined that an adjustment to reduce the PTMISEA grant revenue by $75,000, and move it to the Rehabilitation Max Buses Project, #100449, has not been processed. Additionally, during review of the grant it was determined that the Transit Maintenance Facility project was initially budgeted at $250,000 when $229,853 was awarded, a difference of $ 20,147. A budget adjustment is necessary to align the budget as described above.

In April 2013 a corrective action plan was submitted to reclassify funds appropriated under the Bus Stop Grants and move it to the Bus Rehabilitation Grant. The corrective action plan was

approved; however, a budget adjustment was not completed at that time. Therefore, a budget adjustment is necessary to recognize $69,741 in Prop 1B unbudgeted revenue for the Rehabilitation Max Buses Project #100449, Fund 4510, and reallocate said funds to Equipment Acquisition.

A budget adjustment is necessary to increase the FY 2015-16 10th Street JPA Allocation from various City funds for the increased assessment that was approved by the 10th Street JPA Board on June 9th, 2015 of which the City's portion was $115,111. This assessment of $115,111 has been split amongst a number of funds of which the breakdown can be seen below:

Fund Numb	Budget Increase/(Decrease)	
1300	$	6,431
1700	$	6,195
3220	$	3,394
4100	$	10,042
4210	$	1,720
4540	$	3,459
5120	$	295
5230	$	16,488
5310	$	(8,653)
5510	$	435
0100	$	69,883
1130	$	2,426
4891	$	2,996
Grand Total	**$**	**115,111**

This adjustment will also increase/decrease the revenue and expenses in the 10th Street JPA Fund by the amounts below in the following accounts:

Account	Amount
5810-52310-42405 (City of Modesto Contribution)	$115,111
5810-52310-53505 (Intergovernmental Services – Other)	$152,664
5810-52310-53300 (Professional Services)	($37,553)

A budget adjustment is necessary to amend the FY 2015-16 Operating Budget in the various divisions within the Solid Waste Fund (4892). These adjustments are needed to correctly budget revenues and expenses across the divisions for the remainder of FY 2015-16. The changes to the accounts can be seen below:

Account	Amount
4892-56020-43579 (Residential AB939 Green Waste Fees)	($223,546)
4892-56020-43580 (Commercial AB939 Green Waste Fees)	($4,681)
4892-56020-43581 (Drop Box AB939 Green Waste Fees)	($14,174)
4892-56040-43579 (Residential AB939 Green Waste Fees)	($460,453)
4892-56040-43580 (Commercial AB939 Green Waste Fees)	($31,791)
4892-56040-43581 (Drop Box AB939 Green Waste Fees)	($30,625)
4892-56040-54601 (Dump Fees)	($135,000)
4892-56045-51040 (Salaries and Wages - Part-time)	($95,832)
4892-56050-47005 (Miscellaneous Revenue)	($50,000)
4892-56050-51040 (Salaries and Wages - Part-time)	$32,000)
4892-56055-51040 (Salaries and Wages - Part-time)	($129,833)
4892-56055-54501 (Services City Forces - Intrafund)	$129,833

UTILITIES

The Construction Administration, Construction and Contingency tasks related to the North Valley Recycled Water Project, #100521, have been identified to occur in Fiscal Year 2017, or later. A budget adjustment is necessary to return $67,000,000 from the North Valley Recycled Water Project to Wastewater Reserves, Fund 4210. These tasks will be re-budgeted as the project progresses.

A budget adjustment is necessary to reduce the transfer in to the Capital Grants Streets CIP Projects Fund, 3160, from the Surface Transportation Fund, 1700, in the amount of $45,880. The transfer was established to satisfy the local match component of Capital Improvement Project #100061, Retime Downtown Traffic Signals. However, the grant received 100% CMAQ funding.

City Manager/Director of Finance Approved Budget A
For FY 2014/15

EXHIBIT B

AT #	Approved by CM, DoF or DD	Fund	Fund Name	Cost Ctr/Project Name	Account Name	Rev/Exp/ TI/TO Account	Current Budget	Increase (Decrease)	Revised Budget
T - 167	DoF	0100	General Fund	Finance - C/S Administration	Salary Adjustment Decrease	Exp	$ (25,928)	$ (5,658)	$ (31,586)
T - 172	DoF	0100	General Fund	Transfer Out to Fund 3140	Transfer Out	TO	$ 75,000	$ 3,255	$ 78,255
T - 174	DD	0100	General Fund	City Clerk's Office	Advertising	Exp	$ 11,200	$ (5,950)	$ 5,250
..T - 174	DD	0100	General Fund	City Clerk's Office	Professional Services	Exp	$ 13,509	$ (5,950)	$ 7,559
AT - 174	DD	0100	General Fund	City Clerk's Office	Salary Adjustment Increase	Exp	$ -	$ 11,900	$ 11,900
AT - 180	DoF	0100	General Fund	Finance - Purchasing	Salary Adjustment Decrease	Exp	$ -	$ (7,021)	$ (7,021)
AT - 180	DoF	0100	General Fund	Finance - Purchasing	Services City Forces - Interfund	Exp	$ -	$ 7,021	$ 7,021
AT - 181	DoF	0100	General Fund	Finance - Budget	Salary Adjustment Decrease	Exp	$ (11,326)	$ (5,000)	$ (16,326)
AT - 181	DoF	0100	General Fund	Finance - Budget	Computer Equipment	Exp	$ -	$ 5,000	$ 5,000
AT - 188	DoF	0100	General Fund	Transfer Out to Fund 3130	Transfer Out	TO	$ -	$ 5,436	$ 5,436
AT - 188	DoF	0100	General Fund	Parks Administration	Salary Adjustment Decrease	Exp	$ -	$ (5,436)	$ (5,436)
AT - 192	DD	0100	General Fund	PW - Administration	Salary Adjustment Decrease	Exp	$ 275,865	$ (50,000)	$ 225,865
AT - 192	DD	0100	General Fund	PW - Administration	Services City Forces - Interfund	Exp	$ (47,690)	$ 50,000	$ 2,310
AT - 193	DD	0100	General Fund	CED - Administration	Salary Adjustment Decrease	Exp	$ (16,619)	$ (25,000)	$ (41,619)
AT - 193	DD	0100	General Fund	CED - Administration	Business Expense	Exp	$ 2,966	$ 25,000	$ 27,966
AT - 194	DoF	0100	General Fund	Parks Operation Services Administration	Transfer Out to Fund 3130	TO	$ 5,436	$ 1	$ 5,437
AT - 194	DoF	0100	General Fund	Parks Operation Services Administration	Salary Adjustment Decrease	Exp	$ (5,436)	$ (1)	$ (5,437)
AT - 199	DoF	0100	General Fund	Communications Center	Professional Services	Exp	$ -	$ (14,989)	$ (14,989)
AT - 199	DoF	0100	General Fund	COPS Tech 2009	Professional Services	Exp	$ -	$ 14,989	$ 14,989
AT - 199A	DoF	0100	General Fund	Communications Center	Transfer Out to Fund 1341	TO	$ -	$ 14,989	$ 14,989
AT - 203	DD	0100	General Fund	Recreation Administration	Services City Forces Interfund	Exp	$ 58,299	$ (55,000)	$ 3,299
AT - 203	DD	0100	General Fund	After School Programs	Salary Adjustment Increase	Exp	$ -	$ 55,000	$ 55,000
AT - 206	DoF	0100	General Fund	Finance - Budget	Salary Adjustment Decrease	Exp	$ (16,326)	$ (4,000)	$ (20,326)
AT - 206	DoF	0100	General Fund	Finance - Administration	Salary Adjustment Increase	Exp	$ -	$ 2,500	$ 2,500
AT - 206	DoF	0100	General Fund	Finance - Business License	Salary Adjustment Increase	Exp	$ -	$ 1,500	$ 1,500
AT - 208	DD	0100	General Fund	City Manager's Office	Salary Adjustment Decrease	Exp	$ (16,000)	$ (8,000)	$ (24,000)
AT - 208	DD	0100	General Fund	City Manager's Office	Benefits Adjustment Decrease	Exp	$ -	$ (37,000)	$ (37,000)
AT - 208	DD	0100	General Fund	City Manager's Office	Professional Services	Exp	$ 87,028	$ 45,000	$ 132,028
AT - 209	DD	0100	General Fund	Maddox Youth Center	General Utility Expense	Exp	$ 7,334	$ (7,000)	$ 334
AT - 209	DD	0100	General Fund	Neighborhood Center Marshall Park	Professional Services	Exp	$ 15,149	$ (10,000)	$ 5,149
AT - 209	DD	0100	General Fund	Sports & Aquatics Center	Professional Services	Exp	$ 53,999	$ (18,000)	$ 35,999
AT - 209	DD	0100	General Fund	After School Programs	Salary Adjustment Increase	Exp	$ 55,000	$ 25,000	$ 80,000
- 215	DD	0100	General Fund	Human Resources Administration	Salary Adjustment Decrease	Exp	$ (204,564)	$ (5,000)	$ (209,564)
- 215	DD	0100	General Fund	Human Resources Administration	Membership and Dues	Exp	$ 1,500	$ 5,000	$ 6,500
- 218	DoF	0100	General Fund	City Manager's Office	ISF - JPA Allocation	Exp	$ 29,819	$ (2,054)	$ 27,765
AT - 222	DD	0100	General Fund	City Attorney's Office	Salary Adjustment Decrease	Exp	$ (816,392)	$ (21,298)	$ (837,690)
AT - 222	DD	0100	General Fund	City Attorney's Office	Benefits Adjustment Decrease	Exp	$ (254,526)	$ (15,268)	$ (269,794)
AT - 222	DD	0100	General Fund	City Attorney's Office	Legal Services	Exp	$ 1,166,418	$ 36,566	$ 1,202,984
			0100 Total				**$ 443,715**	**$ 532**	**$ 444,247**
AT - 211	DoF	1130	CDBG Direct Program	CDBG Direct Program	Intergov - Federal Housing Urban Dev	Rev	$ 377,483	$ 10,702	$ 388,185
AT - 211	DoF	1130	CDBG Direct Program	CDBG Direct Program	Professional Services	Exp	$ -	$ 10,702	$ 10,702
AT - 211	DoF	1130	CDBG Direct Program	CDBG Direct Program	Principal Retirement	Exp	$ 166,483	$ 44,517	$ 211,000
AT - 211	DoF	1130	CDBG Direct Program	CDBG Direct Program	Interest Expense	Exp	$ 211,000	$ (44,517)	$ 166,483
AT - 225	DoF	1130	CDBG Direct Program	HUD/RDA Housing Administration	Salary Adjustment Decrease	Exp	$ (71,284)	$ (35,000)	$ (106,284)
AT - 225	DoF	1130	CDBG Direct Program	HUD/RDA Housing Administration	Professional Services	Exp	$ 10,000	$ 35,000	$ 45,000
			1130 Total				**$ 693,682**	**$ 21,404**	**$ 715,086**
AT - 205	DoF	1160	Housing Economic Development Fund	Small Business Loan - RLF	Direct Loan - RLF	Exp	$ -	$ 30,076	$ 30,076
AT - 205	DoF	1160	Housing Economic Development Fund	Small Business Loan - RLF	Direct Loan Principal - PRN	Exp	$ -	$ 12,208	$ 12,208
AT - 205	DoF	1160	Housing Economic Development Fund	Small Business Loan - RLF	HUD - RLF Program Income	Exp	$ -	$ 1,220	$ 1,220
AT - 205	DoF	1160	Housing Economic Development Fund	Small Business Loan - RLF	HUD - RLF Program Income	Exp	$ -	$ 237	$ 237
AT - 205	DoF	1160	Housing Economic Development Fund	Small Business Loan - RLF	Direct Loans	Exp	$ -	$ 30,076	$ 30,076
AT - 205	DoF	1160	Housing Economic Development Fund	Small Business Loan - RLF	Direct Loan	Exp	$ -	$ 12,208	$ 12,208
AT - 205	DoF	1160	Housing Economic Development Fund	Small Business Loan - RLF	Professional Services	Exp	$ -	$ 1,220	$ 1,220
- 205	DoF	1160	Housing Economic Development Fund	Small Business Loan - RLF	CRF Fees	Exp	$ -	$ 237	$ 237
			1160 Total				**$ -**	**$ 87,482**	**$ 87,482**
- 190	DoF	1170	HOME Programs	HOME Program	Services City Forces	Rev	$ 30,524	$ 10,000	$ 40,524
AT - 190	DoF	1170	HOME Programs	HOME Program	Salary Adjustment Increase	Exp	$ -	$ 10,000	$ 10,000
			1170 Total				**$ 30,524**	**$ 20,000**	**$ 50,524**
AT - 178	DD	1300	Capital Improvements Support	Construction Administration	Benefit Adjustment Decrease	Exp	$ -	$ (16,000)	$ (16,000)

City Manager/Director of Finance Approved Budget Amendment
For FY 2014/15

EXHIBIT B

AT #	Approved by CM, DoF or DD	Fund	Fund Name	Cost Ctr/Project Name	Account Name	Rev/Exp/ TI/TO Account	Current Budget	Increase (Decrease)	Revised Budget
AT - 178	DD	1300	Capital Improvements Support	Construction Administration	Computer Equipment	Exp	$ 5,500	$ 16,000	$ 21,5
AT - 179	DD	1300	Capital Improvements Support	Engineering Design	Salary Adjustment Decrease	Exp	$ (8,500)	$ (43,000)	$ (51,5
AT - 179	DD	1300	Capital Improvements Support	Engineering Design	Computer Equipment	Exp	$ 1,000	$ 43,000	$ 44,000
			1300 Total				**$ (2,000)**	**$ -**	**$ (2,000)**
AT - 189	DoF	1330	Developers Fund	Transfer Out	Transfer Out to Fund 4892	TO	$ 192,382	$ 7,093	$ 199,475
AT - 219	DoF	1330	Developers Fund	Transfer Out to Fund 4892	Transfer Out	TO	$ 199,475	$ 91	$ 199,566
			1330 Total				**$ 391,857**	**$ 7,184**	**$ 399,041**
AT - 169	DoF	1340	Operation Block Grants	City County Payment Program 2013/2014	Interest Revenue on Bank Account	Rev	$ 54,571	$ 20	$ 54,591
AT - 169	DoF	1340	Operation Block Grants	City County Payment Program 2013/2014	Promotions	Exp	$ 18,077	$ 20	$ 18,097
AT - 170	DoF	1340	Operation Block Grants	City County Payment Program 2014/2015	Interest Revenue on Bank Account	Rev	$ 53,879	$ 82	$ 53,961
AT - 170	DoF	1340	Operation Block Grants	City County Payment Program 2014/2015	Beverage Container Collection Program	Exp	$ 15,659	$ 82	$ 15,741
AT - 176	DoF	1340	Operation Block Grants	MPD Multi-Year Donations	Misc Donations	Rev	$ 41,157	$ 13,000	$ 54,157
AT - 176	DoF	1340	Operation Block Grants	MPD Multi-Year Donations	Police Equipment	Exp	$ -	$ 13,000	$ 13,000
AT - 213	DoF	1340	Operation Block Grants	CCPP 14-15	Advertising	Exp	$ 15,720	$ (5,500)	$ 10,220
AT - 213	DoF	1340	Operation Block Grants	CCPP 14-15	Beverage Container Collection Program	Exp	$ 15,659	$ (6,500)	$ 9,159
AT - 213	DoF	1340	Operation Block Grants	CCPP 14-15	Recycling Content Products	Exp	$ 1,000	$ (1,000)	$ -
			1340 Total				**$ 215,722**	**$ 13,204**	**$ 228,926**
AT - 168	DoF	1341	Operation Grants Reimbursed	Used Oil Payment Program 4	Interest Revenue on Bank Account	Rev	$ 58,003	$ 78	$ 58,081
AT - 168	DoF	1341	Operation Grants Reimbursed	Used Oil Payment Program 4	Professional Services	Exp	$ 6,000	$ 78	$ 6,078
AT - 199A	DoF	1341	Operations Grants Reimbursement	MPD Capital Projects	Transfer In from Fund 0100	TI	$ -	$ 14,989	$ 14,989
AT - 223	DoF	1341	Operation Block Grants Reimbursed	2009 COPS Technology Grant	County Contributions	Rev	$ -	$ 14,988	$ 14,9
AT - 223	DoF	1341	Operation Block Grants Reimbursed	2009 COPS Technology Grant	Professional Services	Exp	$ -	$ 14,988	$ 14,9
			1341 Total				**$ 64,003**	**$ 45,121**	**$ 109,124**
AT - 173	CM	1360	Carpenter Road Landfill	Solid Waste Carpenter Road Landfill	Professional Services	Exp	$ 120,001	$ 50,000	$ 170,001
			1360 Total				**$ 120,001**	**$ 50,000**	**$ 170,001**
AT - 182	DD	1700	Surface Transportation Fund	Traffic Operations	Tools and Field Supplies	Exp	$ 18,500	$ (10,000)	$ 8,500
AT - 182	DD	1700	Surface Transportation Fund	Traffic Operations	Repair and Maintenance Services	Exp	$ 235,078	$ 10,000	$ 245,078
			1700 Total				**$ 253,578**	**$ -**	**$ 253,578**
AT - 188	DoF	3130	Parks Fund	Transfer In from Fund 0100	Transfer In	TI	$ 2,088	$ 5,436	$ 7,524
AT - 194	DoF	3130	Parks Fund	Transfer In from Fund 0100	Transfer In from Fund 0100	TI	$ 7,524	$ 1	$ 7,525
AT - 195	DoF	3130	Parks Fund	Fund Development Projects	Grants/Donations	Rev	$ 445,242	$ 11,385	$ 456,627
AT - 195	DoF	3130	Parks Fund	Fund Development Projects	Professional Services	Exp	$ 327,254	$ 11,385	$ 338,639
			3130 Total				**$ 782,108**	**$ 28,207**	**$ 810,315**
AT - 172	DoF	3140	Capital Grants CIP Projects	Transfer In from Fund 0100	Transfer In	TI	$ 75,000	$ 3,255	$ 78,255

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-339

RESOLUTION AUTHORIZING THE AWARD OF BIDS FOR THE FURNISHING OF NON-HAZARDOUS BRINE HAULING SERVICES FOR THE UTILITIES DEPARTMENT, WATER DIVISION TO SUN VALLEY, TURLOCK, CA, AS "PRIMARY" CONTRACTOR AND PSC INDUSTRIAL OUTSOURCING, LP, SAN RAMON, CA, AS "SECONDARY" CONTRACTOR, FOR A TWO (2) YEAR AGREEMENT WITH THREE (3) ONE-YEAR EXTENSION OPTIONS AT THE SOLE DISCRETION OF THE CITY, AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO ISSUE PURCHASE AGREEMENTS FOR AN ESTIMATED ANNUAL COST OF $126,000, AND OVER FIVE (5) YEARS OF $630,000,

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for the furnishing of non-hazardous brine hauling services, and

WHEREAS, the Purchasing Division issued RFB No. 1415-35 on the City's website under the commodity code for material hauling services to thirty-three (33) prospective bidders, one of which was a local company, and

WHEREAS, twelve (12) companies chose to download the RFB document, and

WHEREAS, bids were formally opened in the City Clerk's Office. Five (5) companies chose to respond, the local company did not submit a bid, and

WHEREAS, all five (5) companies responding provided responsive and responsible bids, and

WHEREAS, to ensure continued services to the City, two (2) purchase agreements shall be awarded, primary and secondary contractor. The secondary position contractor may be awarded a specific job only if the primary contractor is unable to perform the service, or if the primary contractor is unable to complete the specific job within the timeframe required by the City, or if the primary contractor is unable to maintain acceptable quality standards required by the City, and

WHEREAS, based on providing the lowest responsive and responsible bids, City staff recommends the award of bids for the furnishing of non-hazardous brine hauling services for the Utilities Department, Water Division to Sun Valley, Turlock, CA as "primary" contractor and PSC Industrial Outsourcing, LP, San Ramon, CA, as "secondary" contractor, for a two (2) year agreement with three (3) one-year extension options at the sole discretion of the City, for an estimated annual cost of $126,000, and over five (5) years of $630,000, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. The award of bids for the furnishing of non-hazardous brine hauling services for the Utilities Department, Water Division to Sun Valley, Turlock, CA as "primary" contractor and PSC Industrial Outsourcing, LP, San Ramon, CA, as "secondary" contractor, conforms to Modesto Municipal Code 8-3.203.

WHEREAS, funds are budgeted in Appropriation Unit: 4100-45050-53150.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of bids for the furnishing of non-hazardous brine hauling services for the Utilities Department, Water Division to Sun Valley, Turlock, CA as "primary" contractor and PSC Industrial Outsourcing, LP, San Ramon, CA, as "secondary" contractor, for a two (2) year agreement with three (3) one-year extension options at the sole discretion of the City.

BE IT FURTHER RESOLVED that the Purchasing Manager, or his designee, is hereby authorized to issue purchase agreements for an estimated annual cost of $126,000.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of September, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-340

RESOLUTION ACCEPTING THE PARKLAWN NEIGHBORHOOD SEWER IMPROVEMENTS PROJECT AS COMPLETE, AND ANNEXING SAID IMPROVEMENTS INTO MODESTO MUNICIPAL SEWER DISTRICT NO. 1

WHEREAS, Stanislaus County received a State Revolving Fund grant to install a sewer system in the Parklawn Neighborhood, and

WHEREAS, the primary purpose of the Parklawn Neighborhood Sewer Improvement Project is to provide a sewer system to the neighborhood that allows property owners to abandon their existing septic tanks and connect to the City of Modesto's sewer system, and

WHEREAS, the City has submitted an application to Local Agency Formation Commission (LAFCO) for approval for the extension of the City's sewer service boundary to include the Parklawn Neighborhood, and

WHEREAS, a Measure M Sewer Advisory vote was approved to allow City sewer extension in the Parklawn Community, and

WHEREAS, on April 8, 2014, the City Council, by Resolution No. 2014-128, approved a Memorandum of Agreement with the County which required the County Public Works Department to construct the Parklawn Neighborhood sewer improvements to City standards and to transfer ownership of sewer improvements upon Notice of Completion filed by the County and upon inspection and approval by the City,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Parklawn Neighborhood Sewer Improvements Project is hereby accepted as complete, and that the County Clerk is authorized to file a Notice of Completion with the

Stanislaus County Recorder, and annexing said improvements into Modesto Municipal Sewer District No. 1.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of September, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-341

RESOLUTION APPROVING A BLANKET WILL SERVE LETTER FOR 326 PARCELS IN THE PARKLAWN NEIGHBORHOOD ADJACENT TO THE RECENTLY COMPLETED SEWER IMPROVEMENTS, ALLOWING CONNECTION TO THE CITY OF MODESTO'S EXISTING SANITARY SEWER SYSTEM, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO APPROVE THE WILL SERVE LETTER

WHEREAS, the Parklawn Neighborhood is an unincorporated, disadvantaged community located on the south side of the City of Modesto generally bordered by E. Hatch Road (north), Nelson Way (south), Pearson Avenue (west) and Morgan Road (east) containing 326 parcels that rely on septic systems constructed in the 1940's for treatment of sewage, and

WHEREAS, the Parklawn Neighborhood's septic systems are failing and pose a threat to public health and groundwater, and

WHEREAS, the City owns and operates a sanitary sewer system adjacent to the Parklawn Neighborhood, and is willing to provide sewer services to the Parklawn Neighborhood, and

WHEREAS, on April 8, 2014, the City Council, by Resolution No. 2014-128, approved a Memorandum of Agreement with Stanislaus County, and

WHEREAS, the Agreement required Stanislaus County to design and construct the Parklawn sewer improvements at no cost to the City, and

WHEREAS, the Agreement required the County to pre-pay connection fees, and

WHEREAS, a Measure M Sewer Advisory vote was approved to allow City sewer extension in the Parklawn Community, and

WHEREAS, per the Agreement, the County is to transfer ownership of sewer improvements upon Notice of Completion filed by the County and upon inspection and approval by the City, and

WHEREAS, the sewer improvements have been constructed and are ready to be serviced by the City, and

WHEREAS, residences of the 326 parcels will be allowed to connect to the City's sewer system, and

WHEREAS, each property owner will be required to enter into an outside Service Agreement prior to connecting to the sanitary sewer system,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the blanket Will Serve letter for 326 parcels in the Parklawn Neighborhood adjacent to the recently completed Parklawn Sewer Improvements and allows connection to the City of Modesto's existing sanitary sewer system.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to approve the blanket Will Serve letter.

The foregoing documents were introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of September, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-342

RESOLUTION AMENDING THE FISCAL YEAR 2015-16 MULTI-YEAR BUDGET IN THE AMOUNT OF $1,596,000 TO BE TRANSFERRED FROM WASTEWATER DEVELOPMENTAL FEES FUND, AND ESTABLISH THE FISCAL YEAR 2015-16 MULTI-YEAR BUDGET IN ORDER TO FULLY FUND PRE-PAID CONNECTION FEES FOR THE #100898 PARKLAWN SEWER IMPROVEMENTS PROJECT

WHEREAS, certain budgetary transactions are necessary in the amount of $1,596,000, in order to fully fund pre-paid connection fees for 326 parcels for the #100898 Parklawn Sewer Improvements Project, and

WHEREAS, the Fiscal Year 2015-2016 Multi-year Budget must be established and amended as shown in **Exhibit A**, which is incorporated by reference herein,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves establishing and amending the Fiscal Year 2015-2016 Multi-year Budget as shown in **Exhibit A**.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of September 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Exhibit A

To establish and amend the Fiscal Year 2015-16 Multi-year Budget in order to fully fund pre-paid connection fees for 326 parcels for Multi-year Account #100898 "Parklawn Sewer Improvements", the total project costs need to be increased by $1,596,000. This would be done by adjusting Appropriation Unit C-Discretionary Expenses by $1,596,000.

To fund the above account, $1,596,000 will be transferred from Wastewater Developmental Fees Fund, Fund 4211, into Multi-year Project 100898 for the Parklawn Neighborhood Sewer Improvements Project.

CITY OF
MODESTO
CALIFORNIA

City of Modesto
Community and Economic Development Department
Land Development Engineering Division
Transportation, Engineering and Design Division
1010 Tenth Street, Third Floor
Modesto, CA 95354

August 12, 2015

Ms. Angela Freitas
Director
Stanislaus County Planning
1010 10th Street, Suite 3400
Modesto, CA 95354

Subject: Sewer Service Will Serve letter for the Parklawn Neighborhood.

Dear Ms. Freitas:

The existing properties located within the Stanislaus County area known as the "Parklawn Neighborhood", will be allowed to make sewer connections to the newly installed sewer system to accommodate existing development, once all terms and conditions are met, as described below.

Sewer Service:

On September 8, 2015, pursuant to Modesto City Council Resolution 2015-XXX, the City of Modesto (City) accepted the Parklawn Neighborhood sanitary sewer improvements and agreed to provide sanitary sewer service to the 326 lots adjacent to the recently completed sewer improvements located in the Stanislaus County infill area known as the Parklawn Neighborhood.

Pursuant to Government Code Section 56133 and LAFCO's adopted rules and procedures for the review of out-of-boundary service extensions, the City's request to extend sewer service to the Parklawn Neighborhood was approved by LAFCO on May 28, 2014. LAFCO's out-of-boundary sewer service approval covers the entire Parklawn area generally bordered by E. Hatch Road (north), Nelson Way (south), Pearson Avenue (west), and Morgan Road (east), is based on the following:

1. The property is located within primary area of the City of Modesto Sphere of Influence.

2. The Stanislaus County Public Works Department installed sewer infrastructure to 326 lots (see attached list of addresses) in the Parklawn Neighborhood and individual laterals to each of the 326 lots to connect those properties to the City of Modesto's sewer system.

3. It is consistent with adopted LAFCO Policy 15, the extension of sewer service is proposed to remedy a health and safety concern in an area with failing septic system per LAFCO Resolution No. 2014-05.

4. The installation of the sewer service lines will upgrade the infrastructure in an unincorporated, disadvantaged community and will facilitate a later annexation.

5. The City of Modesto can and is willing to provide domestic sewer to the 326 lots described on the attached list.

The following items are specific LAFCO conditions on the proposed project:

6. This approval allows for the extension of sewer service to accommodate existing and future uses within the Parklawn Neighborhood only, as delineated on the attached map.

7. The City shall not allow additional sewer service connections outside the City limits and beyond the delineated Parklawn Neighborhood area without first requesting and approving approval from LAFCO.

8. Prior to the provision of sewer services, the landowner(s) shall record an agreement consenting to annex the property to the City of Modesto, and a copy of the agreement shall be forwarded to the LAFCO office.

In addition to the above requirements, the following items are City specific conditions for sewer service connections:

9. Applicant will need to bring a copy of the Grant Deed for the property for the preparation of the outside service agreement.

10. The sewer demand requirements will not exceed what is considered normal for domestic and commercial sewage.

11. Design of the sewer connecting facilities shall be per City standards and all costs associated with its design, installation, and permits shall be borne by the property owner.

If you have any questions, please contact Eva Dankha-Kelly at (209) 571-5120.

Recommended By: _____
Eva Dankha-Kelly, Associate Engineer

Sincerely,

James N. Holgersson
City Manager

cc: Larry Parlin - Director of Utilities
Jim Alves - Utilities
Robert Englant - Wastewater- Utilities
Thomas Sinclair - Environmental Compliance Administrator
Kerrie Freeman - Stanislaus County – PW

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-343

RESOLUTION APPROVING THE ALLOCATION OF $150,000 IN HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS AND $150,000 IN COMMUNITY HOUSING DEVELOPMENT ORGANIZATION SET ASIDE FUNDS TO THE GREAT VALLEY HOUSING DEVELOPMENT AND THE HOUSING AUTHORITY OF THE COUNTY OF STANISLAUS

WHEREAS, the City of Modesto receives annual entitlements from the U.S. Department of Housing and Urban Development based on its population size, number of households living below poverty level and number of sub-standard housing units; and

WHEREAS, a percentage of the HOME Investment Partnerships Program (HOME) entitlement plus estimated program income may be allocated for the purposes of providing assistance consistent with the functions of HOME funding to provide decent and affordable housing to low income households; and

WHEREAS, approximately $900,000 in HOME entitlement funds and $200,000 in Community Housing Development Organization (CHDO) set aside funds are available; and

WHEREAS, additional HOME entitlements funds and CHDO set-aside funds may be available in future years for projects being completed in phases; and

WHEREAS, on May 20, 2015, the Citizens Housing & Community Development Committee (CH&CDC) approved staff's recommendation to issue a Request For Qualifications (RFQ) for the development of new construction or the rehabilitation of existing market rate housing to be converted to affordable units for low-income households and to issue a Request for Proposals (RFP) for Community Development Organizations set aside funds; and

WHEREAS, on June 3, 2015, the City of Modesto issued an RFQ for Affordable Housing Developers and an RFP for CHDOs; and

WHEREAS, on or before June 29, 2015, five (5) proposals were provided to the City of Modesto in response to the RFQ and RFP; and

WHEREAS, a subcommittee of the CH&CDC reviewed the proposals and made a recommendation to the CH&CHC; and

WHEREAS, on August 19, 2015, the CH&CDC reviewed and approved the subcommittee's recommendation and unanimously voted to forwarded its recommendation to the City Council; and

WHEREAS, City staff will negotiate the terms of the funding, memorialize said terms in an agreement with Great Valley Housing Development and the Housing Authority of the County of Stanislaus and return to the City Council for final approval of the agreement;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it approves the allocation of $150,000 in HOME Investment Partnerships Program funds and $150,000 in Community Housing Development Organization set aside funds to the Great Valley Housing Development and the Housing Authority of the County of Stanislaus.

BE IT FURTHER RESOLVED that City staff will negotiate the terms of the funding, memorialize said terms in an agreement with Great Valley Housing Development and the Housing Authority of the County of Stanislaus and return to the City Council for final approval of the agreement;

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of September, 2015, by Councilmember Zoslocki, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Cogdill, Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-344

RESOLUTION APPROVING THE ALLOCATION OF $490,000 IN HOME FUNDS AND $50,000 IN COMMUNITY HOUSING DEVELOPMENT ORGANIZATION SET ASIDE FUNDS TO STANISLAUS COUNTY AFFORDABLE HOUSING CORPORATION

WHEREAS, the City of Modesto receives annual entitlements from the U.S. Department of Housing and Urban Development based on its population size, number of households living below poverty level and number of sub-standard housing units; and

WHEREAS, a percentage of the HOME Investment Partnerships Program (HOME) entitlement plus estimated program income may be allocated for the purposes of providing assistance consistent with the functions of HOME funding to provide decent and affordable housing to low income households; and

WHEREAS, approximately $900,000 in HOME entitlement funds and $200,000 in Community Housing Development Organization (CHDO) set aside funds are available; and

WHEREAS, additional HOME entitlements funds and CHDO set-aside funds may be available in future years for projects being completed in phases; and

WHEREAS, on May 20, 2015, the Citizens Housing & Community Development Committee (CH&CDC) approved staff's recommendation to issue a Request For Qualifications (RFQ) for the development of new construction or the rehabilitation of existing market rate housing to be converted to affordable units for low-income households and to issue a Request for Proposals (RFP) for Community Development Organizations set aside funds; and

WHEREAS, on June 3, 2015, the City of Modesto issued an RFQ for Affordable Housing Developers and an RFP for CHDOs; and

WHEREAS, on or before June 29, 2015, five (5) proposals were provided to the City of Modesto in response to the RFQ and RFP; and

WHEREAS, a subcommittee of the CH&CDC reviewed the proposals and made a recommendation to the CH&CHC; and

WHEREAS, on August 19, 2015, the CH&CDC reviewed and approved the subcommittee's recommendation and unanimously voted to forwarded its recommendation to the City Council; and

WHEREAS, City staff will negotiate the terms of the funding, memorialize said terms in an agreement with Stanislaus County Affordable Housing Corporation and return to the City Council for final approval of the agreement;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it approves the allocation of $490,000 in HOME Investment Partnerships Program funds and $50,000 in Community Housing Development Organization set aside funds to Stanislaus County Affordable Housing Corporation.

BE IT FURTHER RESOLVED that City staff will negotiate the terms of the funding, memorialize said terms in an agreement with Stanislaus County Affordable Housing Corporation and return to the City Council for final approval of the agreement;

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of September, 2015, by Councilmember Zoslocki, who moved its adoption, which motion being duly seconded by

Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Cogdill, Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-345

RESOLUTION APPROVING THE ALLOCATION OF $260,000 IN CURRENT HOME FUNDS, AND UP TO $883,694 IN FUTURE HOME FUNDS, FOR A TOTAL OF $1,143,694 TO EAH HOUSING

WHEREAS, the City of Modesto receives annual entitlements from the U.S. Department of Housing and Urban Development based on its population size, number of households living below poverty level and number of sub-standard housing units; and

WHEREAS, a percentage of the HOME Investment Partnerships Program (HOME) entitlement plus estimated program income may be allocated for the purposes of providing assistance consistent with the functions of HOME funding to provide decent and affordable housing to low income households; and

WHEREAS, approximately $900,000 in HOME entitlement funds and $200,000 in Community Housing Development Organization (CHDO) set aside funds are available; and

WHEREAS, additional HOME entitlements funds and CHDO set-aside funds may be available in future years for projects being completed in phases; and

WHEREAS, on May 20, 2015, the Citizens Housing & Community Development Committee (CH&CDC) approved staff's recommendation to issue a Request For Qualifications (RFQ) for the development of new construction or the rehabilitation of existing market rate housing to be converted to affordable units for low-income households and to issue a Request for Proposals (RFP) for Community Development Organizations set aside funds; and

WHEREAS, on June 3, 2015, the City of Modesto issued an RFQ for Affordable Housing Developers and an RFP for CHDOs; and

WHEREAS, on or before June 29, 2015, five (5) proposals were provided to the City of Modesto in response to the RFQ and RFP; and

WHEREAS, a subcommittee of the CH&CDC reviewed the proposals and made a recommendation to the CH&CHC; and

WHEREAS, on August 19, 2015, the CH&CDC reviewed and approved the subcommittee's recommendation and unanimously voted to forwarded its recommendation to the City Council; and

WHEREAS, City staff will negotiate the terms of the funding, memorialize said terms in an agreement with EAH Housing and return to the City Council for final approval of the agreement;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it approves the allocation of $260,000 in current HOME funds, and up to $883,694 in future HOME funds, for a total of $1,143,694 to EAH Housing.

BE IT FURTHER RESOLVED that City staff will negotiate the terms of the funding, memorialize said terms in an agreement with EAH Housing and return to the City Council for final approval of the agreement;

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of September, 2015, by Councilmember Zoslocki, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Gunderson, Kenoyer, Lopez, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Cogdill, Madrigal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-346

A RESOLUTION DIRECTING THE CITY MANAGER TO SEND AN INVITATION TO VARIOUS ORGANIZATIONAL GROUPS TO SELECT ONE MEMBER TO SERVE ON THE CITIZEN'S OVERSIGHT COMMITTEE TO REVIEW ALL REVENUE AND EXPENSES FROM POTENTIAL SALES TAX MEASURE

WHEREAS, the City Council of the City of Modesto desires to restore critical City services and to implement its Safe Neighborhoods Initiative, aimed at reducing crime, restoring public safety funding, maintaining a safe and inviting community, improving quality of life, and increasing neighborhood collaboration; and

WHEREAS, the Modesto City Council had directed the City Clerk to submit to the voters at the next regular municipal election to be held on November 3, 2015, a ballot measure requesting the enactment of a one-half of one percent (0.5%) general sales tax entitled "Safer Neighborhoods Initiative," and

WHEREAS, the ordinance on the ballot requires that a citizen oversight committee be created to provide greater accountability for the additional revenue and expenses related to the Safer Neighborhood Initiative, and

WHEREAS, the Citizen Oversight Board would review all revenue and expenses, review annual audit reports, and provide annual reports to City Council, and

WHEREAS, the Citizen Oversight Board would consist of nine- to eleven-members to be nominated by various organizational groups representing a cross-section of the community,

WHEREAS, consistent with the ordinance, the City Council recommended that if the ordinance is approved by the voters, the Oversight Board consist of four members

from the neighborhood groups geographically represented by Police Command Areas and to be nominated by Modesto Neighborhood Inc., and a single representative from each of the following: Modesto City Schools, Central labor council, Chamber of Commerce, the Community Foundation, Commission on Aging, League of Woman Voters, and a representative from the safety community as identified by the Police Chief; and

WHEREAS, if voters approve the ballot measure the City Council will subsequently formally appoint members to the Oversight Board, per the requirements of the measure.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Modesto that the City Manager of the City of Modesto is hereby directed to send invitations to the identified groups requesting a member to represent them on the Citizen's Oversight Board related to the Safer Neighborhood Initiative; and to work with those individuals to prepare a subsequent draft resolution for consideration by the City Council that will further define the duties and responsibilities and measures of the Citizen's Oversight Board .

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of September 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh

NOES: Councilmembers: None

ABSENT: Councilmembers: Cogdill

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-347

RESOLUTION APPROVING AND ADOPTING A TICKETS AND PASSES DISTRIBUTION POLICY

WHEREAS, Title 2 of the California Code of Regulations, Section 18944.1 ("Section 18944.1") was adopted by the Fair Political Practices Commission ("FPPC") to regulate the distribution of tickets and/or passes to public officials providing admission to a facility, event, show or performance for an entertainment, amusement, recreational, or similar purpose ("Tickets"); and

WHEREAS, from time to time, the City receives complimentary Tickets from third party sources, both public and private, or the City receives Tickets pursuant to a contract or sponsorship, or because the City owns or controls the facility or venue where the event is taking place, or the City purchased tickets to an event; and

WHEREAS, the City desires to distribute Tickets in a manner that furthers the City's governmental and public purposes, including the promotion of local businesses, community resources, programs, and facilities; and

WHEREAS, consistent with Section 18944.1, the City desires to adopt a written policy related to the distribution of Tickets and establishing procedures for the disclosure of Tickets distributed to, or at the behest of, City officials in accordance with the applicable FPPC regulations and the Political Reform Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MODESTO, as follows:

Section 1. Adoption of Tickets and Passes Distribution Policy

The City Council hereby adopts the City of Modesto Tickets and Passes Distribution Policy ("Ticket Policy"), incorporated herein by this reference and attached hereto as "**Exhibit A.**"

Section 2. Delegation of Authority

The City Council hereby delegates authority to the City Manager to make changes to the Ticket Policy in the future so that the Ticket Policy will be consistent with any future amendments to Section 18944.1.

Section 3. Effective Date

This resolution shall take effect immediately upon its adoption.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 22nd day of September, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

CITY OF MODESTO

TICKETS AND PASSES DISTRIBUTION POLICY

I. Purpose

This policy governs the distribution, use and reporting of tickets or passes to a facility, event, show or performance for an entertainment, amusement, recreational or similar purposes (the "Event") donated or given to the City. This policy is established in accordance with Section 18944.1 of the Fair Political Practices Commission ("FPPC") Regulations. Section 189441.1 sets forth the circumstances under which the City's distribution of tickets or passes to a City official for which no consideration of equal or greater value is provided by the public official does not result in a gift to the individual official or employee. Tickets or passes distributed and accounted for in compliance with this policy and Section 18944.1 will not be considered gifts to the City officials who make use of such tickets and passes.

This policy is subject to all applicable FPPC Regulations and the Political Reform Act. Nothing in this policy is intended to alter, amend or otherwise affect the obligations of City officials and employees under the Political Reform Act and implementing regulations or under the City's Supplemental Conflict of Interest Code set forth in Resolution No. **XXXXX** of the City Council of the City of Modesto.

II. Application of Policy

This Policy applies to tickets or passes that are A) gratuitously provided to the City by an outside source; or B) acquired by the City by purchase; or C) received by the City as consideration pursuant to the terms of a contract or because the City owns or controls the facility or venue at which the Event occurs or sponsors the Event.

III. Definitions

Unless otherwise expressly provided in this Policy, terms in this Policy shall have the same meaning as that ascribed to such terms in the Political Reform Act (Government Code Sections 81000 et seq., as may be amended from time to time) and the FPPC Regulations (Title 2, Division 6 of the California Code of Regulations, Sections 18110 et seq., as may be amended from time to time).

"City" shall mean the City of Modesto.

"City official" shall mean every elected member, officer, employee or consultant of the City of Modesto, as defined in Government Code Section 82048 and FPPC Regulation Section 18700. Such term shall include, without limitation, any City board or commission member or other appointed official or employee required to file an annual Statement of Economic Interests (FPPC Form 700).

"City venue" shall mean any facility owned, controlled or operated by the City of Modesto.

"Family" shall mean spouse, registered domestic partner, children and dependent children as defined in FPPC Regulation Section 18943.

"Ticket" shall mean "ticket or pass" and includes anything that provides an admission privilege to an event or function and for which similar tickets or passes are offered for sale to the public. If other benefits, such as food, beverages or other items, are provided to the City official at the event and such benefits are not included as part of the admission to the event, those benefits are not covered by this Policy.

IV. Procedures for Distribution

A. Tickets or passes received by the City from an outside source without designation as to the specific City official who may use the tickets shall be forwarded to the City Manager or designee. The City Manager or designee shall determine the face value of the tickets, the individuals who may use them and report their distribution as provided in Section VII.

B. Tickets or passes received by the City from an outside source(s) that are earmarked for use by a specific City official are considered gifts to the City official and are subject to the FPPC disclosure and reporting requirements applicable to gifts, unless one of the exemptions listed below applies.

C. For tickets or passes received by the City pursuant to the terms of a contract or because the City owns or controls the facility or venue at which the Event occurs or the City sponsors the Event, a City official may request use of these tickets or passes, or for distribution to an individual or organization outside the City, by completing Parts 3 and 4 of the FPPC Form 802 and submitting the request to the City Manager.

D. For tickets or passes purchased or acquired by the City for use by an elected City official, or for distribution to an individual or organization outside the City at the request of an elected City official, the City official shall be responsible for reporting the distribution of the tickets or passes on the Form 802.

E. The City Manager shall have the authority, in his or her sole discretion, to establish procedures for the distribution of tickets and passes in accordance with this Policy. All requests for tickets which fall within the scope of this Policy shall be made in accordance with the procedures established by the City Manager.

V. Exemption to the Policy

A. Ceremonial Role or Function. Tickets or passes provided to a City official to carry out his or her job duties or where the City official will perform a ceremonial role or function on behalf of the City at the Event are not considered gifts to the City official and are exempt from the disclosure and reporting requirements of this policy.

B. Income. Tickets or passes received by a City official who treats the tickets or passes as income consistent with federal and state income tax laws and the City report distribution of the tickets or passes as income to the City official on the FPPC Form 802 are otherwise exempt from this policy.

C. Reimbursement. Tickets or passes which the City official purchases or reimburses the City for the face value of the tickets or passes are exempt from this policy.

VI. Public Purpose

The distribution of any ticket by the City to, or at the behest of, a City official must accomplish a "public purpose" of the City. The public purposes to be accomplished by the distribution of tickets or passes by the City include, but are not limited to:

A. To obtain oversight of facilities or events that have received City funding or support;

B. To review facilities or events that may require City funding or support in the near future or to gather information about the operation of a facility similar to one presently or potentially operated by the City;

C. To promote local and regional businesses, community programs, economic development and tourism within the City;

D. To attend a community event in which the City is a participant;

E. To attend an event, activity or program sponsored by the City;

F. To promote intergovernmental relations, including but not limited to, attendance at an event with, or by, elected or appointed public officials from other jurisdictions, their staff and their guests;

G. To promote public and private facilities available for City resident use;

H. To support and/or show appreciation for community and nonprofit programs or services that benefit City residents;

I. To encourage or recognize significant academic, athletic or public achievements by City students, residents or businesses;

J. To reward City employees and community members for his or her exemplary service to the public;

K. To promote City growth and development, including economic development and job creation opportunities;

L. To promote open and accessible government by appearances or participation of City officials at business and community events;

M. To promote employment retention, including enhancement of employee morale;

N. To promote City recognition, visibility and/or profile on a local, state, national or worldwide scale;

O. To comply with all written contracts where the City, as a form of consideration, has required that a certain number of tickets or suites be made available for City use.

VII. Prohibited Transfer of Ticket

A City official may not transfer any ticket distributed to him or her, pursuant to this Policy, to any other person, except to members of the City official's family or no more than one (1) guest solely for their attendance at the event.

VIII. Ticket Reporting and Disclosure Requirements

Tickets distributed by the City to a City official, or to an individual or organization outside the city at the behest of a City official pursuant to this policy, shall be documented in a completed FPPC Form 802. The completed Form 802 must be maintained as a public record, and it shall be forwarded to the FPPC for posting on its website.

Such postings shall include the following information and any other information that may be required by the FPPC:

A. The name of the person receiving the ticket or pass;
B. A description of the event;
C. The date of the event;
D. The face value of the ticket;
E. The number of tickets provided to each person or organization;
F. If the ticket was distributed at the behest of a City official, the name of the City official who made such behest; and
G. A description of the public purpose(s) under which the distribution was made, or, alternatively, that the City official is treating the ticket as income.

The City may post the name of the department or other unit of the City and the number of tickets or passes provided to the department or other unit in lieu of posting the name of the individual employee as otherwise required in paragraph A above.

If the ticket or pass is distributed to an organization outside the City, the City shall post the name, address, description of the organization, and the number of tickets or passes provided to the organization in lieu of posting the names of each individual from the organization as otherwise required in paragraph A above.

IX. Alternatives to Policy

As an alternative to complying with Section IV through VIII of this Policy, a City official may either (A) ask that the City report the distribution of the ticket or pass as income to the City official and then treat the ticket or pass as income, consistent with applicable state and federal income tax laws, or (B) report the receipt of the ticket or pass on their Form 700, if the value of the ticket or pass is over $50 and the aggregate value of tickets and passes from single source in a calendar year is $460 or less.

X. Policy Limited to Just Tickets or Passes.

If other benefits, such as food, beverages or other items, are provided to the City official at the Event and they are not included as part of the admission to the Event, those benefits will need to be accounted for as gifts to the City official who receives them.

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations)

§ 18944.1. Gifts: Agency Provided Tickets or Passes.

For purposes of this regulation the terms "ticket" and "pass," as defined in Regulation 18946, apply solely to an admission to a facility, event, show, or performance for an entertainment, amusement, recreational, or similar purpose provided by an agency to, or at the behest of, an official of that agency, other than an admission provided to a school, college or university district official, coach, athletic director, or employee to attend an amateur event performed by students of that school, college, or university district or an admission identified in Regulation 18942(a)(12).

(a)(1) A ticket or pass is not subject to the provisions of this regulation, if the official treats the ticket or pass as income consistent with applicable state and federal income tax laws and the agency reports the distribution of the ticket or pass as income to the official in compliance with the reporting provisions of subdivision (d) below.

(2) Any ticket or pass acquired by the agency under subdivision (b)(2) and distributed to an official, other than an elected official or member of the legislative or governing body of the agency, for the official's personal use, to support general employee morale, retention, or to reward public service is deemed to serve a public purpose, and any tickets distributed to an official for such purpose shall be reported as described under subdivision (d)(3). For purposes of this paragraph, "personal use" means use by the official, his or her family, or no more than one guest.

(b) The official will meet the burden under Section 82028 that equal or greater value has been provided in exchange for the ticket or pass if the official reimburses the agency for the ticket or if all of the following requirements are met:

(1) For a ticket or pass the agency receives from an outside source, other than as provided in subdivision (b)(2):

(A) The ticket or pass is not earmarked by the outside source for use by the agency official who uses the ticket or pass;

(B) The agency determines, in its sole discretion, who uses the ticket or pass.

(C) The distribution of the ticket or pass by the agency is made in accordance with a policy adopted by the agency that incorporates all of the provisions of subdivision (c) below.

(2) For a ticket or pass the agency obtains (i) pursuant to the terms of a contract for use of public property, (ii) because the agency controls the event (such as a state or county fair), or (iii) by purchase at fair market value, the distribution of the ticket or pass is made in accordance with a policy adopted by the agency that incorporates all of the provisions of subdivision (c) below.

(c) Agency Ticket/Pass Distribution Policy. Any distribution of a ticket or pass under this regulation to, or at the behest of, an agency official must be made pursuant to a written agency ticket distribution policy, duly adopted by the legislative or governing body of the agency or, if none, the agency head that contains, at a minimum, all of the following:

(1) A provision setting forth the public purposes of the agency for which tickets or passes may be distributed.

(2) A provision requiring that the distribution of any ticket or pass to, or at the behest of, an agency official accomplish a stated public purpose of the agency.

(3) A provision prohibiting the transfer of any ticket received by an agency official pursuant to the distribution policy except to members of the official's immediate family or no more than one guest solely for their attendance at the event.

(d) Public Posting. A record of a ticket or pass distributed pursuant to this regulation, must be completed, on a form provided by the Commission. The form must be maintained as a public record, be subject to inspection and copying under Section 81008(a), and be forwarded to the Commission for posting on its website.

(1) Except as provided in paragraphs (2) and (3) below, the information must include the following:

(A) The name of the person receiving the ticket or pass;

(B) A description of the event;

(C) The date of the event;

(D) The face value of the ticket or pass;

(E) The number of tickets or passes provided to each person;

(F) If the ticket or pass is behested, the name of the official who behested the ticket; and

(G) A description of the public purpose under which the distribution was made or, alternatively, that the ticket or pass was distributed as income to the official.

(2) If the ticket or pass is distributed to an organization outside the agency, the agency shall post the name, address, description of the organization, and the number of tickets or passes provided to the organization in lieu of posting the names of each individual from the organization as otherwise required in paragraph (1) above;

(3) If the ticket or pass is distributed pursuant to subdivision (b) the agency may post the name of the department or other unit of the agency and the number of tickets or passes provided

to the department or other unit in lieu of posting the name of the individual employee as otherwise required in paragraph (1) above;

(e) The Commission recognizes the discretion of the legislative or governing body of an agency or, if none, the agency head to determine whether the distribution of a ticket or pass serves a legitimate public purpose of the agency, provided the determination is consistent with state law.

(f) The provisions of this regulation apply only to the benefits the official receives that are provided to all members of the public with the same class of ticket.

Note: Authority cited: Section 83112, Government Code. Reference: Section 82028, Government Code.

HISTORY

1. Renumbering of former section 18726.7 to section 18944.1 with amendment of section heading filed 6-22-94; operative 6-22-94 (Register 94, No. 25).

2. Change without regulatory effect relocating section filed 11-17-94 pursuant to section 100, title 1, California Code of Regulations (Register 94, No. 46).

3. Amendment of first paragraph and subsections (a)-(b) and (d)-(e) filed 7-25-95; operative 7-25-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 30).

4. Repealer and new section filed 1-8-2009; operative 2-7-2009. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2009, No. 2).

5. Repealer of subsection (a), subsection relettering and amendment of newly designated subsections (a)(1), (a)(2)(A)(iii)-(b), (c) and (e) filed 9-27-2010; operative 10-27-2010. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2010, No. 40).

6. Amendment of section heading and section filed 1-23-2012. Pursuant to California Code of Regulations, title 2, section 18313(e), FPPC has designated an effective date of 1-1-2012. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2012, No. 4).

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations)

§ 18943. Gift to Official Through Family Member.

(a) Scope of Regulation. This regulation determines when a payment will be treated as if it were a gift to the official even though the payment is made to the official's family member.

(b) For purposes of this regulation, the term "family member" means any of the following individuals:

(1) The official's spouse as defined in Regulation 18229.

(2) A "dependent child" of the official as defined in Regulation 18229.1.

(3) The official's child (including an adoptive child or stepchild) who meets all of the following criteria:

(A) Is at least 18 but no more than 23 years old and is a full-time or part-time student.

(B) Has the same principal place of residence as the official. For purposes of this provision, a place, located away from the official's residence, at which the child resides for the purpose of attending school, is not the child's "principal place of residence."

(C) Does not provide over one-half of his or her own support.

(c) Absent an exception under Regulation 18942, a payment provided to or for the use of a family member is a gift to the official under either of the following conditions:

(1) There is no established working, social, or similar relationship between the donor and the family member that would suggest an association between the donor and

the family member suitable or appropriate for making the type of payment provided to the family member.

(2) There is evidence to suggest the donor had a purpose to influence the official. Evidence to suggest the donor had a purpose to influence the official exists in any of the following circumstances:

(A) The payment is made to a family member of a state agency official by a donor who is a lobbyist, lobbying firm, lobbyist employer, or other person required to file reports under Chapter 6 (commencing with Section 86100) of the Act and who is registered to lobby the official's agency.

(B) The payment is made to a family member of a state or local government agency official by a donor, or the donor's agent, if the donor is involved in an action or decision before the official's agency, in which the official will reasonably foreseeably participate or in an action or decision in which he or she has participated within the last 12 months.

(C) The payment is made to a family member by a person who has a contract with the official's agency or by a person who engages in a business that regularly seeks contracts with or comes before the agency for the purpose of receiving a license, permit, or other entitlement and the official may reasonably foreseeably make or participate in a governmental decision, as defined in the Act's conflict of interest regulations (Regulation 18702 et seq.), related to the person, or has participated in any decision related to the person within 12 months of the time the gift is made. For purposes of this subparagraph, a person who "has a contract with the official's agency" or who "engages in a business that regularly seeks contracts with or comes before the agency" does not include any

individual who has less than a ten percent interest in the business contracting with or appearing before the agency.

Note: Authority cited: Section 83112, Government Code. Reference: Section 82028, Government Code.

Agency Report of:
Ceremonial Role Events and Ticket/Pass Distributions

A Public Document

1. Agency Name

Date Stamp

California Form 802

For Official Use Only

Division, Department, or Region *(If Applicable)*

Designated Agency Contact *(Name, Title)*

Area Code/Phone Number | **E-mail**

☐ **Amendment** *(Must provide explanation in Part 3.)*

Date of Original Filing: _____ *(Month, Day, Year)*

2. Function or Event Information

Does the agency have a ticket policy? Yes ☐ No ☐

Face Value of Each Ticket/Pass $ _____

Event Description _____ *Provide Title/Explanation*

Date(s) ____/____/____ ____/____/____

Ticket(s)/Pass(es) provided by agency? Yes ☐ No ☐

If no: _____ *Name of Source*

Was ticket distribution made at the behest of agency official? No ☐ Yes ☐

If yes: _____ *Official's Name (Last, First)*

3. Recipients

- Use Section A to identify the agency's department or unit.
- Use Section B to identify an individual.
- Use Section C to identify an outside organization.

A. Name of Agency, Department or Unit	Number of Ticket(s)/ Pass(es)	Describe the public purpose made pursuant to the agency's policy

B. Name of Individual *(Last, First)*	Number of Ticket(s)/ Pass(es)	Identify one of the following:
		Ceremonial Role ☐ Other ☐ Income ☐ *If checking "Ceremonial Role" or "Other" describe below:*
		Ceremonial Role ☐ Other ☐ Income ☐ *If checking "Ceremonial Role" or "Other" describe below:*

C. Name of Outside Organization (include address and description)	Number of Ticket(s)/ Pass(es)	Describe the public purpose made pursuant to the agency's policy

4. Verification

I have read and understand FPPC Regulations 18944.1 and 18942. I have verified that the distribution set forth above, is in accordance with the requirements.

Signature of Agency Head or Designee | *Print Name* | *Title* | *(Month, Day, Year)*

Comment: _____

Agency Report of:
Ceremonial Role Events and Ticket/Pass Distributions

California Form 802

A Public Document

This form is for use by all state and local government agencies. The form identifies persons that receive admission tickets and passes and describes the public purpose for the distribution. This form was prepared by the Fair Political Practices Commission (FPPC) and is available at www.fppc.ca.gov.

General Information

FPPC Regulation 18944.1 sets out the circumstances under which an agency's distribution of tickets to entertainment events, sporting events, and like occasions would not result in a gift to individuals that attend the function. In general, the agency must adopt a policy which identifies the public purpose served in distributing the admissions. The Form 802 serves to detail each event and the public purpose of each ticket distribution. FPPC Regulation 18942 lists exceptions to reportable gifts, including ceremonial events, when listed on this form.

When the regulation procedures are followed, persons, organizations, or agencies who receive admissions are listed on a Form 802. Agency officials do not report the admissions on the official's Statement of Economic Interests, Form 700, and the value of the admission is not subject to the gift limit.

The Form 802 also informs the public as to whether the admissions were made at the behest of an agency official and whether the behested tickets were provided to an organization or to specific individuals.

Exception

This form is not required for admission provided to a school or university district official, coach, athletic director, or employee to attend an amateur event performed by students of that school or university.

Public Posting

This form must be maintained as a public document. A copy of all forms must be forwarded to the FPPC for posting on its website. E-mail delivery is preferred. E-mail: Form802@fppc.ca.gov; Fax: 916.322.0886; 428 J Street, Suite 620, Sacramento, CA 95814.

Forms must be sent to the FPPC as soon as possible. General business practice is no later than 45 days from the distribution.

A local agency may also also post the forms on its wesbite, but it is not required to do so.

Privacy Information Notice

Information requested by the FPPC is used to administer and enforce the Political Reform Act. Failure to provide information may be a violation subject to administrative, criminal, or civil penalties. All reports are public records available for inspection and reproduction. Direct questions to FPPC's General Counsel.

Instructions

Part 1. Agency Identification:

List the agency's name. Provide a designated agency contact person, their phone number, and e-mail address. Mark the amendment box if changing any information on a previously filed form and include the date of the original filing.

Part 2. Function or Event Information:

Confirm that your agency has a policy for ticket distribution. Unless the the ceremonial role or income box in Part 3, Section B, is marked, this form is only applicable if your agency has a policy.

Complete all of the other required fields that identify the ticket value, description of event, date(s) and whether the ticket was provided by the agency or an outside source. If an agency official behests the tickets, the official's name is also required. Use the comment field or an attachment to explain in full.

Part 3. Ticket Recipients:

This part identifies who uses the tickets. The identification requirements vary depending upon who received the tickets and are categorized into three sections. Each section must list the number of tickets received. Use the comment field or an attachment to explain in full.

Section A. Report tickets distributed to agency staff, other than an elected official or governing board member, pursuant to the agency's policy. It is not necessary to list each employee's name, but identify the unit/department for which the employee works. The agency must describe the public purpose associated with the ticket distribution. A reference to the policy is permissible.

Section B. Report: 1) any agency official who performs a ceremonial role; 2) any agency official who reports the value as income; or 3) tickets used by elected officals and governing board members (including those distributed pursuant to the agency's policy).

Section C. Report tickets provided to an organization. The organization's name, an address (website url is permissible), and a brief description of the public purpose are required.

Agency Report of:
Ceremonial Role Events and Ticket/Pass Distributions
Continuation Sheet

California Form 802

A Public Document

Agency Name

3. Recipients

• Use Section A to identify the agency's department or unit. • Use Section B to identify an individual. • Use Section C to identify an outside organization.

A. Name of Agency, Department or Unit	Number of Ticket(s)/ Pass(es)	Describe the public purpose made pursuant to the agency's policy

B. Name of Individual *(Last, First)*	Number of Ticket(s)/ Pass(es)	Identify one of the following:
		Ceremonial Role ☐ Other ☐ Income ☐ *If checking "Ceremonial Role" or "Other" describe below:*
		Ceremonial Role ☐ Other ☐ Income ☐ *If checking "Ceremonial Role" or "Other" describe below:*
		Ceremonial Role ☐ Other ☐ Income ☐ *If checking "Ceremonial Role" or "Other" describe below:*
		Ceremonial Role ☐ Other ☐ Income ☐ *If checking "Ceremonial Role" or "Other" describe below:*

C. Name of Outside Organization (include address and description)	Number of Ticket(s)/ Pass(es)	Describe the public purpose made pursuant to the agency's policy

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-348

RESOLUTION APPROVING A HOME INVESTMENT PARTNERSHIPS PROGRAM AGREEMENT WITH GREAT VALLEY HOUSING DEVELOPMENT CORPORATION, A NON-PROFIT ORGANIZATION, TO CONSTRUCT FOUR AFFORDABLE HOUSING UNITS FOR VETERANS AT RISK OF HOMELESSNESS, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENTS AND RELATED DOCUMENTS

WHEREAS, the City of Modesto receives annual entitlements from the U.S. Department of Housing and Urban Development based on its population size, number of households living below poverty level and number of sub-standard housing units; and

WHEREAS, a percentage of the HOME Investment Partnerships Program (HOME) entitlement plus estimated program income may be allocated for the purposes of providing assistance consistent with the functions of HOME funding to provide decent and affordable housing to low income households; and

WHEREAS, approximately $900,000 in HOME entitlement funds and $200,000 in Community Housing Development Organization (CHDO) set aside funds are available; and

WHEREAS, additional HOME entitlements funds and CHDO set-aside funds may be available in future years for projects being completed in phases; and

WHEREAS, on June 3, 2015, the City of Modesto issued an RFQ for Affordable Housing Developers and an RFP for CHDOs; and

WHEREAS, a subcommittee of the Citizen Housing and Community Development Committee (CH&CDC) reviewed the proposals and made a recommendation to the CH&CDC; and

WHEREAS, on August 19, 2015, the CH&CDC reviewed and approved the subcommittee's recommendation and unanimously voted to forwarded its recommendation to the City Council; and

WHEREAS, On September 8, 2015, the City Council approved the allocation of $150,000 in HOME Investment Partnerships Program Funds (HOME) Funds and $150,000 in Community Housing Development Organizations (CHDO) Set Aside Funds to the Great Valley Housing Development Corporation, for the construction of four (4) one-bedroom units for veterans at risk of homelessness;

WHEREAS, the proposed agreements between the City of Modesto and Great Valley Housing Development Corporation will specify the terms and conditions by which the City of Modesto is providing the approved funding for their project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it approves HOME Investment Partnerships Program agreement with Great Valley Housing Development Corporation, a non-profit organization, to construct four (4) affordable housing units for veterans at risk of homelessness, in substantially the form attached and as approved by the City Attorney.

BE IT FURTHER RESOLVED that authorizing the City Manager, or his designee, to execute the agreements and related documents, as approved by the City Attorney.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 22nd day of September, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

HOME LOAN AGREEMENT

BY AND BETWEEN

THE CITY OF MODESTO,
a California Charter City

AND

GREAT VALLEY HOUSING DEVELOPMENT CORPORATION,
a California nonprofit public benefit corporation

(Glendale Veterans Housing Development)

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EXHIBITS

Exhibit A:	Legal Description
Exhibit B:	Final Financing Plan

HOME LOAN AGREEMENT

(HOME Loan- Glendale Veterans Housing Development)

This HOME Loan Agreement (the "Agreement"), effective September 22, 2015 (the "Effective Date"), is entered into by and between the City of Modesto, a California charter city (the "City"), and Great Valley Housing Development Corporation, a California nonprofit public benefit corporation (the "Developer"), with reference to the following facts, purposes and intentions.

RECITALS

A. These Recitals refer to and utilize certain capitalized terms which are defined in Article 1 of this Agreement. The Parties intend to refer to those definitions in connection with the use of capitalized terms in these Recitals.

B. The City has received HOME Investment Partnership Act funds from the United States Department of Housing and Urban Development ("HUD") pursuant to the Cranston-Gonzales National Housing Act of 1990 ("HOME Funds"). The HOME funds must be used by the City in accordance with 24. C.F.R. Part 92 and CHDO Set Aside funds have been allocated for investment only in housing to be owned, developed or sponsored by community housing development organizations.

C. The Developer desires to borrow from the City and the City desires to extend to the Developer the HOME Loan in the amount not to exceed Three Hundred Thousand Dollars ($300,0000) of which One Hundred and Fifty Thousand Dollars ($150,000) are CHDO Set Aside funds, the HOME Loan funds are to be used to fund construction costs of the Development.

D. The HOME Loan is being made to finance costs associated with the construction of the Development and thereby increase the supply of affordable rental housing in the City of Modesto.

E. As a condition to providing the HOME Loan to the Developer, the City is imposing occupancy and affordability restrictions on the Development, ensuring that specified units therein remain affordable to specified income eligible households for a specified period as set forth in the HOME Regulatory Agreement.

F. The County Housing Authority intends to transfer the Property to the Developer, the value of the Property is estimated to be approximately ($75,000).

G.

H. In accordance with NEPA, the release of funds under this Agreement shall be conditioned upon the completion of all required NEPA environmental review.

I. Until completion of certain feasibility studies for the Development, it is not possible to provide meaningful information for further environmental assessment of the Development in accordance with the provisions of the CEQA. Prior to disbursement of the funds

under this Agreement, the Parties shall prepare and complete the necessary environmental assessment under NEPA and CEQA.

NOW, THEREFORE, in consideration of the recitals hereof and the mutual promises and covenants set forth in this Agreement, the Parties agree as follows:

ARTICLE 1
DEFINITIONS AND EXHIBITS

Section 1.1 Definitions.

The following capitalized terms have the meanings set forth in this Section 1.1 wherever used in this Agreement, unless otherwise provided:

(a) "Agreement" means this HOME Loan Agreement.

(b) "Annual Operating Expenses" with respect to a particular calendar year means the following costs reasonably and actually incurred for operation and maintenance of the Development to the extent that they are consistent with an annual independent audit performed by a certified public accountant using generally accepted accounting principles:

(1) Property taxes and assessments imposed on the Development;

(2) Debt service currently due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Development) on loans associated with the development of the Development and approved by the City in the Final Financing Plan;

(3) Property management fees and reimbursements, not to exceed fees and reimbursements which are standard in the industry, and pursuant to a management contract approved by the City;

(4) Premiums for property damage and liability insurance; utility services not paid for directly by tenants, including water, sewer, and trash collection; maintenance and repair;

(5) Any annual license or certificate of occupancy fees required for operation of the Development;

(6) Security services;

(7) Advertising and marketing costs;

(8) Cash deposited into reserves for capital replacements of the Development in an amount to be approved by the City as part of the Final Financing Plan;

(9) Cash deposited into an operating reserve in an amount approved by the City as part of the Final Financing Plan and annual operating budgets, but with the operating

reserve capped at six (6) months of gross rent from the Development (as such rent may vary from time to time);

(10) Utility services, maintenance and repair, including pest control, landscaping, grounds maintenance, painting and decorating, cleaning, common systems repair, janitorial supplies and services, advertising and marketing;

(11) Deferred developer fee in an amount to be approved by the City as part of the Final Financing Plan;

(12) Extraordinary operating costs specifically approved by the City;

(13) Payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves;

(14) Reasonable accounting and legal fees;

(15) Other ordinary and reasonable operating expenses approved in writing by the City and not listed above; and

(16) Annual Operating Expenses shall exclude the following: depreciation, amortization, depletion or other non-cash expenses, or any amount expended from a reserve account.

(c) "Approved Financing" means the loans or grants and equity acquired, or to be acquired, by the Developer and approved by the City in its reasonable discretion for the purpose of financing the Development, in addition to the HOME Loan, which may include a County Housing Authority ("Housing Authority") loan from the Housing Authority of the County of Stanislaus, in the approximate amount shown in the approved Financing Proposal (the "Housing Authority Loan");

(d) "Approved Plans and Specifications" means the plans and specifications for the Construction Work, approved by the City pursuant to Section 3.4 below.

(e) "CEQA" means the California Environmental Quality Act (Public Resources Code Sections 21000 et seq.).

(f) "CHDO" means a certified Community Housing Development Organization as defined in 24 C.F.R. 92.300. For the purposes of this Agreement, the Developer is the certified CHDO.

(g) "City" means the City of Modesto, a California charter city.

(h) "City Attorney" means the City Attorney of the City of Modesto.

(i) "City Council" means the City Council of the City of Modesto.

(j) "City Manager" means the City Manager of the City of Modesto.

(k) "City's Share of Residual Receipts" means the City's Pro Rata Share (as defined below) of fifty percent (50%) of Residual Receipts (the 50% being the "Lenders' Share of Residual Receipts") which shall be determined at the close of permanent financing, or any time any determination thereof is needed to be made. The Pro Rata Share shall be determined by calculating the percentage resulting from dividing the amount of the HOME Loan funds disbursed to the Developer in accordance with this Agreement by the aggregate sum of the funds disbursed to the Developer under the HOME Loan and the Housing Authority Loan, in accordance with the applicable agreements. The Developer shall be entitled to the other 50% share of the Residual Receipts ("Developer's Share of Residual Receipts").

(l) "Close of Escrow" shall refer to the date of recordation of the HOME Deed of Trust against the Property pursuant to the terms of this Agreement and the date of recordation of the HOME Regulatory Agreement against the Property pursuant to the terms of this Agreement.

(m) "Commencement of Construction" means the date on which construction of the Development commences pursuant to Section 4.1 below.

(n) "Completion of Construction" means the date the Developer receives a certificate of occupancy for the Affordable Development pursuant to Section 4.2 below.

(o) "Construction Bonds" means copies of labor and material bonds and performance bonds for the Construction Work in an amount equal to one hundred percent (100%) of the scheduled cost of the Construction Work.

(p) "Construction Contract" means the construction contract approved by the City pursuant to the terms of Section 3.8 hereof.

(q) "Completion Date" means the date that all of the following have occurred: (i) a final certificate of occupancy is issued by the City to certify completion of the construction of the Development; (ii) the final disbursement of HOME funds for the Development has been made; (iii) the City has verified the Development complies with the property standards set forth in 24 CFR 92.251; and (iv) all project completion information has been entered by the City into the Integrated Disbursement and Information System (IDIS).

(r) "Construction Work" means the physical Construction Work to construct the Improvements in accordance with the Approved Plans and Specifications and the Governmental Approvals.

(s) "Default" means an event of default under this Agreement, as more specifically described in Section 7.1 below.

(t) "Developer" means Stanislaus County Affordable Housing Corporation, a California nonprofit public benefit corporation, and its approved successors and assigns.

(u) "Development" means the Property and the Improvements.

(v) "Effective Date" has the meaning set forth in the first paragraph.

(w) "Evidence of Insurance Coverage" has the meaning set forth in Section 3.10 below.

(x) "Final Financing Plan" means the Developer's final plan for financing the acquisition of the Property, the construction of the Improvements and the operation of the Development. The Final Financing Plan approved by the City as of the date of this Agreement is attached to this Agreement as Exhibit B, incorporated herein by reference, and may be revised from time to time with the approval of the City pursuant to Section 3.2 below.

(y) "Force Majeure" means the occurrence of one or more of those events described in Section 8.15, permitting an extension of time for performance of obligations under this Agreement.

(z) "Governmental Approvals" means the City and other governmental permits and approvals necessary for the construction and operation of the Development, including but not limited to submissions of a precise plan, detailed exterior plans, overall design and architectural review and any required operating licenses, but excluding a building permit.

(aa) "Gross Revenue" with respect to a particular calendar year, means all revenue, income, receipts, and other consideration actually received from operation and leasing of the Development, including, but not be limited to:

(1) All rents, fees and charges paid by tenants, payments or other rental subsidy payments received for the dwelling units, deposits forfeited by tenants, all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements resulting in actual income;

(2) The proceeds of business interruption or similar insurance;

(3) The fair market value of any goods or services provided in consideration for the leasing or other use of any portion of the Development;

(4) Subject to the rights of Senior Lenders, the proceeds of casualty insurance to the extent not utilized to repair or rebuild the Development (or applied toward the cost of recovering such proceeds);

(5) Subject to the rights of Senior Lenders, condemnation awards for a taking of part or all of the Development for a temporary period; and

(6) Gross Revenue shall exclude tenants' security deposits, loan proceeds, capital contributions or other similar advances.

(bb) "Hazardous Materials" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation,

any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations.

(cc) "Hazardous Materials Claim" means: (1) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the Developer or the Development pursuant to Hazardous Materials Laws; (2) all claims made or threatened by any third party against the Developer or the Development relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials.

(dd) "Hazardous Materials Law" means any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials.

(ee) "HOME" means the HOME Investment Partnership Act Program pursuant to the Cranston-Gonzales National Affordable Housing Act of 1990 (42 U.S.C. Section 12705 et. seq.), as amended.

(ff) "HOME Deed of Trust" means the deed of trust securing repayment of the HOME Loan, which shall be recorded against the Property, in a form to be provided by the City.

(gg) "HOME Loan Documents" means this Agreement, the Note, the HOME Regulatory Agreement and the HOME Deed of Trust HOME.

(hh) "HOME Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants, between the City and the Developer, associated with the HOME Loan, to be recorded against the Property, in a form to be provided by the City.

(ii) "HOME Term" means the period beginning on the date of this Agreement and ending on the twentieth (20th) anniversary of the Completion Date.

(jj) "HOME Units" means the four (4) Units whose occupancy and rental charges are restricted pursuant to the HOME Regulatory Agreement.

(kk) "HUD" means the United States Department of Housing and Urban Development.

(ll) "Improvements" means the approximately four (4) units of permanent affordable housing to be constructed on specified portions of the Property, including all common areas, amenities, plans, entitlements, appurtenances, improvement easements, buildings and fixtures associated with the Property.

(mm) "Management Plan" has the meaning set forth in Section 3.7 below.

(nn) "Marketing Plan" has the meaning set forth in Section 4.11 below.

(oo) "NEPA" means the National Environmental Policy Act of 1969 ("NEPA"), as amended (42 U.S.C. Sections 4321-4347).

(pp) "Note" means the promissory note, in a form to be provided by the City that will evidence the Developer's obligation to repay the HOME Loan.

(qq) "Operating Memoranda" has the meaning given in Section 8.20 below.

(rr) "Parties" means the City and the Developer and the term Party shall refer to each of them individually.

(ss) "Property" means that certain real property located in the City of Modesto, County of Stanislaus, State of California, on which the Improvements will be constructed, as more particularly described in Exhibit B attached hereto and incorporated herein.

(tt) "Recorder" means the Office of the Stanislaus County Recorder.

(uu) "Residual Receipts" means, in a particular calendar year, the amount by which Gross Revenue (as defined above) exceeds Annual Operating Expenses (as defined above) for that calendar year.

(vv) "Section 3" means Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 1701(u).

(ww) "Senior Lender" has the meaning set forth in Section 2.5 below.

(xx) "Senior Lien" has the meaning set forth in Section 2.5 below.

(yy) "Term" means the term of this Agreement, which commences as of the date of this Agreement and, unless terminated earlier pursuant to this Agreement, ends fifty-five (55) years from the Completion Date, but in no event later than September 22, 2073 (subject to extensions agreed upon by the Parties).

(zz) "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of: (1) any rights and/or duties under this Agreement, and/or (2) any interest in the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and the Developer retains title.

(aaa) "Unit" means one (1) of the approximately four (4) affordable housing units to be constructed as part of the Development.

Section 1.2 Exhibits.

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A: Legal Description
Exhibit B: Financing Plan

ARTICLE 2
LOAN PROVISIONS

Section 2.1 Loan.

(a) Subject to satisfaction of the conditions set forth in this Article 2, as applicable, the City shall lend to the Developer the HOME Loan for the purposes set forth in Section 2.3 of this Agreement. The obligation to repay the HOME Loan shall be evidenced by the Note, in the form to be provided by the City. For the purposes of this Article 2, the HOME Loan will be disbursed in two (2) components:

(1) The "Construction Component" shall be a portion of the HOME Loan in the approximate amount of Two Hundred Seventy Thousand Dollars ($270,000) which shall be disbursed in accordance with the requirements of Section 2.6 below.

(2) The "Retention Component" shall be a portion of the HOME Loan in the approximate amount of Thirty Thousand Dollars ($30,000) or the balance of the HOME Loan, which shall be disbursed in accordance with the requirements of Section 2.7 below.

Section 2.2 Interest.

(a) Subject to the provisions of subsection (b) below, the outstanding principal balance of the HOME Loan shall bear no interest.

(b) In the event of a Default, interest on the HOME Loan shall begin to accrue, as of the date of Default, and continuing until such time as HOME Loan funds are repaid in full or the Default is cured, at the default rate of the lesser of ten percent (10%), compounded annually, or the highest rate permitted by law.

Section 2.3 Use of HOME Loan Funds.

(a) Construction Component. The Developer shall use the Construction Component funds to partially fund the construction of the Development consistent with the Final Financing Plan, and to the extent feasible, to fund the Developer Fee in accordance with the terms of this Agreement.

(b) Retention Component. The Developer shall use the Retention Component of the HOME Loan to reimburse the Developer for any construction costs associated with the construction of the Development, including to fund the Developer Fee in accordance with the terms of this Agreement.

(c) Reimbursements. No portion of the Loan shall be used to fund costs incurred more than twenty-four (24) months prior to the Effective Date or for any costs not allowed under 24 C.F.R. 92.206

(d) No Other Uses. The Developer shall not use any proceeds of the HOME Loan for any other purpose without the prior written consent of the City.

Section 2.4 Security.

The Developer shall secure its obligations to repay the HOME Loan, as evidenced by the Note, by executing the HOME Deed of Trust and recording the HOME Deed of Trust against the Property at the Close of Escrow.

Section 2.5 Subordination.

Any agreement by the City to subordinate the HOME Deed of Trust and/or HOME Regulatory Agreement to an encumbrance securing and/or evidencing Approved Financing (each such approved Final Financing Plan, a "Senior Lien"), will be subject to the satisfaction of each of the following conditions, as reasonably determined by the City:

(a) All of the proceeds of the proposed Senior Lien, less any transaction costs, must be used to provide acquisition, construction and/or permanent financing for the Development.

(b) The proposed lender (each, a "Senior Lender") must be a state or federally chartered financial institution, a nonprofit corporation or a public entity that is not affiliated with the Developer or any of the Developer's affiliates, other than as a depositor or a lender.

(c) The Developer must demonstrate to the City's reasonable satisfaction that subordination of the Property Deed of Trust is necessary to secure adequate acquisition, construction and/or permanent financing to ensure the viability of the Development, including the operation of the Development as affordable housing, as required by the HOME Loan Documents. To satisfy this requirement, the Developer must provide to the City, in addition to any other information reasonably required by the City, evidence demonstrating that the proposed amount of the Senior Lien is necessary to provide adequate acquisition, construction and/or permanent financing to ensure the viability of the Development, and adequate financing for the Development would not be available without the proposed subordination.

(d) All subordination agreements must provide the City with adequate rights to cure any defaults by the Developer, including: (1) providing the City or its successor with copies of any notices of default at substantially the same time and in the same manner as provided to the Developer; and (2) providing the City with a cure period of at least sixty (60) days to cure any default.

(e) The subordination(s) described in this Section may be effective only during the original term of the Senior Lien and any extension of its term approved in writing by the City, which approval shall not unreasonably be withheld.

(f) No subordination may limit the effect of the Property Deed of Trust before a foreclosure, nor require consent of the holder of the Senior Lien to exercise any remedies by the City under the HOME Loan Documents.

(g) Upon a determination by the City Manager that the conditions in this Section have been satisfied, the City Manager will be authorized to execute the approved subordination agreement without the necessity of any further action or approval.

(h) In the event there is a foreclosure of the Property, the HOME Regulatory Agreement shall be revived according to its original terms if, during the original HOME Regulatory Agreement term, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Development or the Property.

Section 2.6 Conditions Precedent to Disbursement of the Construction Component.

(a) The Construction Component of the HOME Loan shall be disbursed in accordance with the following provisions. The division of the HOME Loan between the Construction Component and the Retention Component may be readjusted by the City Manager on behalf of the City without the need for formal amendment of this Agreement. The City shall not be obligated to make any disbursements of the Construction Component unless the following conditions precedent are satisfied:

(1) There exists no Default by Developer nor any act, failure, omission or condition that would constitute an event of Default by Developer under this Agreement or any other project financing agreements or contracts;

(2) The Developer has delivered to the City a copy of an authorizing resolution authorizing execution of the HOME Loan Documents and the transactions contemplated by this Agreement;

(3) The Developer has acquired the Property;

(4) The Developer has executed and delivered to the City the Note evidencing the Developer's obligations under this Agreement, the HOME Deed of Trust, and the HOME Regulatory Agreement;

(5) The HOME Regulatory Agreement and the HOME Deed of Trust, have been, or concurrently with the Close of Escrow will be, recorded against the Property in a lien position approved by the City, and subject only to those liens approved by the City;

(6) The City has received and approved the Plans and Specifications;

(7) The Developer has received all Governmental Approvals and all building permits necessary to perform the Construction Work pursuant to the terms of this Agreement;

(8) The undisbursed proceeds of the HOME Loan, together with other funds that the Developer has obtained in connection with the Development, are not less than the amount provided in the Final Financing Plan;

(9) The City has received and approved a construction contract that the Developer has entered or proposed to enter for construction of the Development as required under the terms of this Agreement;

(10) A title insurer reasonably acceptable to the City is unconditionally and irrevocably committed to issuing an LP-10 2006 ALTA Lender's Policy of insurance insuring the priority of the HOME Regulatory Agreement and HOME Deed of Trust in the amount of the HOME Loan subject only to such exceptions and exclusions as may be reasonably acceptable to the City, and containing such endorsements as the City may reasonably require;

(11) All applicable federal (including all applicable requirements under the National Environmental Protection Act) and state environmental review has been completed for the Development;

(12) The Developer has furnished the City with evidence of insurance coverage meeting the requirements of this Agreement; The City has received copies of labor and material payment and performance bonds as required pursuant to the terms of this Agreement;

(13) The City has received and approved the Management Plan required pursuant to the terms of this Agreement;

(14) The Developer has obtained all permits and approvals necessary for the construction of the Improvements, as required under Section 3.5, and the City has received copies of the building permits required to construct the Improvements.

(15) The City has completed as approved all environmental reviews under NEPA, and the Developer has provided the City evidence of compliance with all approved NEPA requirements and mitigation measures;

(16) The City has received reasonable evidence that the local match requirements set forth in 24. C.F.R. Section 92.218 et seq., have been satisfied pursuant to Section 5.1 of this Agreement; and

(17) The City has received evidence from the Developer that the meets the legal and organizational characteristics described in 24 C.F.R. 92.2 and has been and continues to be annually recertified as a CHDO by the City for the entire HOME Term.

(18) The City has received a written draw request from the Developer, including certification that the condition set forth in subsection (a)(1) continues to be satisfied, and setting forth the proposed uses of funds consistent with the Final Financing Plan previously approved by the City, the amount of funds needed, and, a copy of the bill or invoice covering a cost incurred. When a disbursement is requested to pay any contractor in connection with improvements on the Property, the written request must be accompanied by: (i) certification by the Developer's architect reasonably acceptable to the City that the work for which disbursement

is requested has been completed (although the City reserves the right to inspect the Property and make an independent evaluation); and (ii) conditional lien releases and/or mechanics lien title insurance endorsements reasonably acceptable to the City.

(b) Upon satisfaction of the conditions in Section 2.6(a) above, the City shall disburse the Construction Component of the HOME Loan (or so much thereof as is required) for approved cost items as further described in the Final Financing Plan, on a monthly basis.

(c) Notwithstanding any other provisions of this Agreement, the City shall have no obligation to disburse any portion of the HOME Loan to the Developer following notification by the City to the Developer of a Default by Developer under the terms of this Agreement.

Section 2.7 Conditions Precedent to Disbursement of Retention Component.

(a) The City shall not be obligated to disburse the final Thirty Thousand Dollars ($30,000) of HOME Loan funds which comprise the Retention Component of the HOME Loan unless the following conditions precedents are satisfied:

(1) The City has received a completion report from the Developer setting forth the income, household size, and ethnicity of tenants of the Development and the unit size, rent amount and utility allowance for all units in the Development.

(2) The City has received a cost certification pursuant to Section 5.1 below.

(3) The City has received from the Developer copies of the final certificate of occupancy for the Development and the notice of completion has been recorded against title to the Property, or other equivalent document.

(4) The City has received from the Developer current evidence of the insurance coverage meeting the requirements of Section 3.10 below.

(5) The City has received from the Developer a form of lease, Marketing Plan and tenant selection plan for the Development.

(6) The City has received from the Developer evidence of marketing for any vacant units in the Development such as copies of flyers, list of media ads, list of agencies and organizations receiving information on availability of units, as applicable.

(7) The City has received from the Developer all relevant contract activity information, including, but not limited to evidence that the Developer has complied with the requirements in Section 4.3, Section 4.4, and Section 4.5.

(8) The City has received from the Developer contact information for the property manager of the Development and the name and phone number of the on-site property manager.

(9) The City has received from the Developer all certified payrolls, and any identified payment issues have been resolved, or the Developer is working diligently to resolve any such issues.

(10) The City has received a written draw request from the Developer, including certification that the condition set forth in subsection 2.6(a) continues to be satisfied, and setting forth the proposed uses of funds consistent with the Final Financing Plan, and, where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. The Developer shall apply the disbursement for the purpose(s) requested.

(b) Notwithstanding any other provisions of this Agreement, the City shall have no obligation to disburse any portion of the HOME Loan to the Developer under this Section, following notification by the City to the Developer of a Default by Developer under the terms of this Agreement.

Section 2.8 Repayment of the HOME Loan.

The HOME Loan shall be repaid as follows:

(a) Annual Payments. Commencing on April 1, 2015, and on April 1 of each year thereafter, through the end of the Term of the HOME Loan, the Developer shall make repayments of the HOME Loan in the amount of the City's Share of Residual Receipts. Payment of the City's Share of Residual Receipts shall be credited first against accrued interest and then against outstanding principal, and shall be accompanied by the Developer's report of Residual Receipts (including an independent auditor's report regarding the auditor's review of Annual Operating Expenses). The Developer shall provide the City with any documentation reasonably requested by the City to substantiate the Developer's determination of Residual Receipts.

(b) Due in Full. All principal and accrued interest on the HOME Loan shall be due in full on the earliest to occur of the following: (1) the date of any Transfer not authorized by the City; (2) the date of any Default (subject to applicable notice and cure periods set forth in Section 7.1); or (3) the expiration of the Term.

(c) Right to Prepay. The Developer shall have the right to prepay the HOME Loan at any time without premium or penalty. However, this Agreement and the HOME Regulatory Agreement shall remain in effect for the entire Term regardless of any prepayment.

(d) Special Repayment From Net Proceeds. Subject to the rights of senior lenders, No later than one hundred eighty (180) days from the Completion Date; the Developer shall pay to the City one-hundred percent (100%) of the Net Proceeds of Permanent Financing, as a special repayment of the Loan. The amount of the Net Proceeds of Permanent Financing shall be calculated using the actual principal amount of the permanent loans and/or grants made to the Developer, provided that if such amount is less than the amount set forth in the Approved Financing Plan, then the Developer shall provide sufficient evidence that the permanent loan is the maximum principal amount that the Developer could secure for the Development applying the permanent lender's underwriting standards. No later than one hundred fifty (150) days following completion of construction of the Development, Developer shall submit to the City for

its review a preliminary calculation of the Net Proceeds of Permanent Financing. The City shall reasonably approve or disapprove Developer's determination of the amount of the Net Proceeds of Permanent Financing in writing within thirty (30) days of receipt. If Developer's determination is disapproved by the County, Developer shall re-submit documentation to the City until the City approval is obtained.

(e) Special Repayment For Un-leased Units. As required under 24 C.F.R. 92.252, if Developer fails to lease any one of the HOME Units within eighteen (18) months of the Completion of Construction of the Development, the Developer shall pay to the City a proportionate share of the indebtedness of Developer to the City under this Agreement and the Note attributable to each of the HOME Units that has remained un-leased, together with any accrued interest thereon calculated pursuant to Section 2.2, which amount shall be immediately due and payable.

Section 2.9 Reports and Accounting of Residual Receipts.

(a) Audited Financial Statement. In connection with the annual payments required pursuant to Section 2.8, within one hundred twenty (120) days of the end of the Developer's fiscal year, the Developer shall furnish to the City an audited statement duly certified by an independent firm of certified public accountants approved by the City, setting forth in reasonable detail the computation and amount of Residual Receipts during the preceding calendar year.

(b) Books and Records. The Developer shall keep and maintain on the Property, or at its principal place of business, or elsewhere with the City's written consent, full, complete and appropriate books, records and accounts relating to the Development, including all such books, records and accounts necessary or prudent to evidence and substantiate in full detail the Developer's calculation of Residual Receipts. Books, records and accounts relating to the Developer's compliance with the terms, provisions, covenants and conditions of this Agreement shall be kept and maintained in accordance with generally accepted accounting principles consistently applied, and shall be consistent with requirements of this Agreement which provide for the calculation of Residual Receipts on a cash basis. All such books, records, and accounts shall be open to and available for inspection by the City, its auditors or other City authorized representatives at reasonable intervals during normal business hours. Copies of all tax returns and other reports that the Developer may be required to furnish any governmental agency shall at all reasonable times, and upon twenty-four (24) hours' notice, be open for inspection by the City at the place that the books, records and accounts of the Developer are kept. The Developer shall preserve records on which any statement of Residual Receipts is based for a period of not less than five (5) years after such statement is rendered, and for any period during which there is an audit undertaken pursuant to subsection (c) below then pending.

(c) Audits. The receipt by the City of any statement pursuant to this section or any payment by the Developer or acceptance by the City of any loan repayment for any period shall not bind the City as to the correctness of such statement or such payment. Within three (3) years after the receipt of any such statement, the City or any designated agent or employee of the City at any time shall be entitled to audit the Residual Receipts and all books, records, and accounts pertaining thereto. Such audit shall be conducted during normal business hours at the

principal place of business of the Developer and other places where records are kept. Immediately after the completion of an audit, the City shall deliver a copy of the results of such audit to the Developer. If it shall be determined as a result of such audit that there has been a deficiency in a loan repayment to the City, then such deficiency shall become immediately due and payable with interest at the default rate set forth in this Agreement, as applicable, determined as of and accruing from the date that said payment should have been made. In addition, if the Developer's auditor's statement for any Development fiscal year shall be found to have understated Residual Receipts by more than five percent (5%) and at least Five Thousand Dollars ($5,000), and the City is entitled to any additional HOME Loan repayment as a result of said understatement, then the Developer shall pay, in addition to the interest charges referenced hereinabove, all of the City's reasonable costs and expenses connected with any audit or review of the Developer's accounts and records.

Section 2.10 Nonrecourse.

(a) Except as provided below, upon recordation of the HOME Deed of Trust against the Affordable Parcel, the Developer shall have no direct or indirect personal liability for payment of the principal of, or interest on, the HOME Loan. Following recordation of the HOME Deed of Trust against the Affordable Parcel, the sole recourse of the City with respect to the principal of, and interest on, the Note shall be to the Property described in the HOME Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability shall:

(1) Limit or impair the enforcement against all such security for the Note of all the rights and remedies of the City thereunder;

(2) Be deemed in any way to impair the right of the City to assert the unpaid principal amount of the Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto;

(3) Be deemed in any way to limit the rights of the City to obtain specific performance by the Developer of its covenants under the HOME Loan Documents, other than the covenants to pay the City principal and interest due under the Note; or

(b) The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Note; nothing contained herein is intended to relieve the Developer of its obligation to indemnify the City under this Agreement, or liability for:

(1) Fraud or willful misrepresentation by the Developer;

(2) The failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the HOME Deed of Trust (to the full extent of such taxes, assessments or other charges);

(3) The fair market value of any personal property or fixtures removed or disposed of by the Developer other than in accordance with the HOME Deed of Trust; and/or

(4) The misappropriation of any proceeds by the Developer under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Development.

ARTICLE 3
PREDEVELOPMENT REQUIREMENTS

Section 3.1 Predevelopment Requirements.

The tasks described below shall be completed by the Developer no later than the dates set forth in this Article 3, subject to Force Majeure. The dates set forth herein may be modified by Operating Memoranda executed by the Developer and by the City Manager on behalf of the City without formal amendment of this Agreement.

Section 3.2 Final Financing Plan.

(a) As a condition precedent to the first Construction Component draw, the Developer shall have submitted and received approval from the City for any updates to the a "Final Financing Plan" attached hereto as Exhibit C.:

(1) An updated "sources and uses" breakdown of the costs of purchasing the Property and constructing the Improvements, and an updated operating proforma for the Development. Such updated sources and uses breakdown shall reflect the Developer's then current expectations for funding sources and development costs and may be in a form substantially similar to the most recently revised approved Financing Proposal, or in such other form as is mutually agreed upon by the Parties. The sources and uses breakdown shall include a project budget, detail the proposed uses of the HOME Loan funds to be disbursed to the Developer, and include a disbursement schedule identifying the source of funds and the timing of disbursement;

(2) An operating proforma for the first thirty (30) years of operation of the Development including funding for the provision of resident services. If the Development does not have a rental subsidy committed, the Final Financing Plan shall demonstrate that the target population can pay the proposed rents;

(3) Copies of all required funding commitments for performing the Construction Work consistent with the Final Financing Plan, including approval of the Bond Loan lender, and a preliminary tax credit reservation and an executed commitment letter from a tax credit equity investor acceptable to the City. The funding for the Construction Work shall include, but not be limited to, the following: (i) HOME Loan; (ii) Housing Authority Loan funds from the Housing Authority of the County of Stanislaus; and (iii) any other private and public funds that may become available; and

(4) Any other information that is reasonably necessary to the City in determining that the Developer has the financial capability to pay all costs of completing the Construction Work in accordance with the requirements of this Agreement.

(b) The City shall review the Final Financing Plan to determine if, in the City's reasonable judgment, the Developer has the financial capability (taking into account all committed funds), to pay all realistically established costs of constructing and operating the Development. The City shall review the Final Financing Plan and shall either approve or disapprove the Final Financing Plan in writing within fifteen (15) days of receipt. If disapproved, the City shall give specific reasons in writing for disapproval and the required revisions to the previously submitted Final Financing Plan. If the Final Financing Plan is disapproved, the Developer shall resubmit, a revised Final Financing Plan within fifteen (15) days of notification of disapproval. The City shall either approve or disapprove the submitted revised Final Financing Plan within fifteen (15) days of the date such revised Final Financing Plan is received by the City.

(c) The Developer shall submit any material revision to an approved Final Financing Plan to the City for its review and approval. Any proposed revisions to Final Financing Plan shall be considered and approved or disapproved by the City in the same manner and according to the same timeframe set forth above for the Final Financing Plan. Until a revised Final Financing Plan is approved by the City, the previously approved Final Financing Plan shall govern the financing of the Development.

(d) The Developer acknowledges that execution of this Agreement by the City does not constitute a commitment by the City to provide any additional financial assistance to the Developer and in no way limits the discretion of the City to determine any future assistance amounts.

Section 3.3 Relocation Plan.

(a) If and to the extent that financing, acquisition, and construction of the Development results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, then the Developer shall comply with all applicable local, state, and federal statutes and regulations, (including without limitation California Government Code Section 7260 et seq., and accompanying regulations) with respect to relocation planning, advisory assistance, and payment of monetary benefits. The Developer shall be solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws.

(b) To the extent applicable, the Developer shall defend (with counsel reasonably acceptable to the City), the City against any claim for damages, compensation, fines, penalties, relocation payments or other amounts arising out of the failure or alleged failure of any person or entity (including the Developer or the City) to satisfy relocation obligations related to the acquisition and construction of the Development. The terms of this Section shall survive the repayment of the HOME Loan, the reconveyance of the Property Deed of Trust and the expiration of the Term.

Section 3.4 Plans and Specifications.

(a) No later than six (6) months from the Effective Date of this Agreement, the Developer shall submit to the City the plans and specifications for the construction of the

Development, including all construction documentation upon which the Developer and the Developer's contractor shall rely in performing the Construction Work , including, but not necessarily limited to, final architectural drawings, landscaping plans and specifications, final elevations, building plans and specifications (also known as "working drawings") (collectively the "Plans and Specifications").

(b) The Developer acknowledges that the execution of this Agreement by the City does not constitute approval by the City of the Plans and Specifications and in no way limits the discretion of the City in reviewing and making decisions regarding any discretionary or other permits required for the Development.

Section 3.5 Applicable Governmental Approvals.

(a) Promptly following the City approval of the Approved Plans and Specifications, the Developer shall apply for the Applicable Governmental Approvals necessary for performance of the Construction Work in accordance with the Approved Plans and Specifications and in the manner contemplated by the HOME Loan Documents.

(b) The Developer acknowledges that execution of this Agreement by the City does not constitute approval by the City of any required Applicable Governmental Approvals and in no way limits the discretion of the City in the permit, allocation and approval process.

Section 3.6 Other Financing. All other financing necessary to construct the Development, as required and approved by the City in the Final Financing Plan, shall be closed by the Developer prior to, or simultaneously with the funding of the Construction Component. The Developer shall also submit to the City evidence reasonably satisfactory to the City that any conditions to the release or expenditure of funds described in the Final Financing Plan as the sources of funds to pay the costs of constructing the Development have been met or will be met subject to the Developer's satisfaction of standard disbursement preconditions required to be satisfied on a periodic basis, for construction of the Development. Submission by the Developer, and approval by the City, of such evidence of funds availability shall be a condition precedent to the City's obligation to disburse the Construction Component.

Section 3.7 Management Plan.

(a) As a condition precedent to the first Construction Component draw request under the HOME Loan, the Developer shall submit to the City for review, a proposed management and marketing plan (the "Management Plan") for the leasing and operation of the Development.

(b) The City shall review the Management Plan and either reasonably approve or disapprove the Management Plan within fifteen (15) days after receipt. Any disapproval shall state in writing the specific reasons for the disapproval and specify in reasonable detail all of the changes the City requests be made in order to obtain approval. The Developer shall thereafter submit the revised Management Plan within fifteen (15) days of notification of disapproval. The City shall either approve or disapprove the submitted revised Management Plan within fifteen

(15) days of the date such revised Management Plan is received by the City, and shall approve the revised Management Plan if the requested changes have been made.

Section 3.8 Construction Contract.

(a) As a condition precedent to the first Construction Component draw request under the HOME Loan the Developer shall submit to the City for its approval the proposed construction contract for the Development. All construction work and professional services shall be performed by persons or entities licensed or otherwise authorized to perform the applicable construction work or service in the State of California. Each contract that the Developer enters for construction of the Development shall provide that at least ten percent (10%) of the costs incurred shall be payable only upon completion of construction, subject to early release of retention for specified subcontractors upon approval by the City. The City's approval of the construction contract shall in no way be deemed to constitute approval of or concurrence with any term or condition of the construction contract except as such term or condition may be required by this Agreement.

(b) The Developer shall submit the proposed Construction Contract with sufficient time for the City to review and approve such contracts. Upon receipt by the City of the proposed construction contract, the City shall promptly review same and approve or disapprove it within ten (10) working days. If the construction contract is not approved by the City, the City shall set forth in writing and notify the Developer of the City's reasons for withholding such approval. The Developer shall thereafter submit a revised construction contract for City approval, which approval shall be granted or denied in ten (10) working days in accordance with the procedures set forth above. Any construction contract executed by the Developer for the Development shall be in the form approved by the City.

Section 3.9 Building Permit Issued.

Not less than forty-five (45) days prior to the Commencement of Construction and as a condition precedent to the first Construction Component draw request under the HOME Loan, the Developer shall exercise diligent good faith efforts to obtain the building permit for the Construction Work. Upon delivery of evidence of receipt of such permit to the City this condition shall be considered satisfied.

Section 3.10 Insurance.

As a condition precedent to the initial draw request under the HOME Loan, the Developer shall submit to the City "Evidence of Insurance Coverage" meeting the general requirements set forth in Section 5.14 below. The City shall review and reasonably approve or disapprove of the Evidence of Insurance Coverage not less than ten (10) days after submission of complete information in the form required by the City. If the City disapproves the Evidence of Insurance coverage, it shall specify in writing the reasons for such disapproval. The Developer shall resubmit the information required within ten (10) days of the notification of disapproval. The City shall either approve or disapprove the submitted revised evidence of insurance within ten (10) days of the date such revised information is received by the City. No work shall be initiated on the Development prior to receipt of City's approval.

Section 3.11 Performance and Payment Bonds.

(a) As a condition precedent to the first Construction Component draw request under the HOME Loan, the Developer shall deliver to the City copies the Construction Bonds, which shall:

(1) be in a form reasonably acceptably to the City;

(2) be issued by a surety licensed to do business in California and reasonably acceptable to the City; and

(3) name the City as a co-obligee.

(b) The City shall either reasonably approve or disapprove the submitted proposed Construction Bonds within fifteen (15) days from the date the City receives the Construction Bonds. If the proposed Construction Bonds are not approved by the City, then the City shall notify the Developer in writing of the reasons for disapproval and the required revisions to the previously submitted Construction Bonds. The Developer shall thereafter submit revised proposed Construction Bonds within fifteen (15) days of the notification of disapproval. The City shall either approve or disapprove the submitted revised Construction Bonds within fifteen (15) days of the date such revised Construction Bonds are received by the City. The City shall approve the initial or revised Construction Bonds if they meet the standards set forth in Subsection (a) above.

Section 3.12 Evidence of Availability of Funds.

As a condition precedent to the first Construction Component draw request under the HOME Loan, the Developer shall submit to the City evidence reasonably satisfactory to the City that any conditions to release or expend funds described in the approved Final Financing Plan for the purpose of paying the costs of the Construction Work have been satisfied or will be satisfied at the time of Commencement of Construction Work. The City shall either reasonably approve or disapprove the submitted information within fifteen (15) days from the date the City receives the information.

ARTICLE 4
CONSTRUCTION OF THE AFFORDABLE DEVELOPMENT

Section 4.1 Commencement of Construction Work.

The Developer shall cause the Commencement of the Construction Work in a manner consistent with the Approved Plans and Specifications and all applicable Governmental Approvals no later than twelve (12) months from the effective date of this Agreement, subject to extensions pursuant to Section 8.15 below.

Section 4.2 Completion of Construction Work.

The Developer shall diligently complete the Construction Work in a manner consistent with the Approved Plans and Specifications and shall cause Completion of Construction of the Development, as evidenced by issuance of a certificate of occupancy, to occur no later than two years from the commencement of construction pursuant to Section 4.1, subject to extensions pursuant to Section 8.15 below.

Section 4.3 Performance of Work Pursuant to Plans and Laws; Prevailing Wages.

(a) Changes. The Developer shall complete the Construction Work in conformance with the Approved Plans and Specifications. The Developer shall notify the City in a timely manner of any changes in the work required to be performed under this Agreement, including any additions, changes, or deletions to the Approved Plans and Specifications. A written change order authorized by the City must be obtained before any of the following changes, additions, or deletions in the Construction Work may be performed: (1) any change in the Construction Work the cost of which exceeds Twenty-Five Thousand Dollars ($25,000); or (2) any set of changes in the Construction Work the cost of which cumulatively exceeds Fifty Thousand Dollars ($50,000); or (3) any material change in building materials or equipment, specifications, or the structural or architectural design or appearance of the Development as provided for in the Approved Plans and Specifications. City consent to any additions, changes, or deletions to the work (collectively, "Changes") shall not relieve or release the Developer from any other obligations under this Agreement, or relieve or release the Developer or its surety from any surety bond. City consent to any Changes does not relieve the Developer from any requirements to receive approval from the City for such Changes. The City shall utilize best efforts to approve or disapprove change orders within five (5) working days of receipt of a request for approval.

(b) Compliance with Laws. The Developer shall cause all Construction Work performed in connection with the Development to be performed in compliance with: (1) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, including (without limitation and to the extent applicable) the prevailing wage provisions of the federal Davis-Bacon Act and implementing rules and regulations, if applicable (as further discussed in subsection (c) below), and state prevailing wages pursuant to Labor Code Section 1770 et seq., and the regulations pursuant thereto, as further set forth in subsection (d) below; (2) the property standards set out in 24 C.F.R. Section 5.701 et. seq., and 24 C.F.R. Section 92.251; and (3) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The work shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and the Developer shall be responsible to the agency for the procurement and maintenance thereof, as may be required of the Developer and all entities engaged in work on the Development.

(c) Davis Bacon. To the extent required by law, the Developer shall cause construction of the Development to be in compliance with the prevailing wage requirements of the federal Davis-Bacon Act (40 U.S.C. Sections 3141-3148). Because, as will be provided in

the HOME Regulatory Agreement, only four (4) units in the Development are HOME Units, it is the understanding of the City and the Developer that the construction of the Development is exempt from the prevailing wage requirements of the Davis-Bacon Act, pursuant to 24 CFR 92.354(a)(2). If it is determined by HUD or a court of law that Davis-Bacon wages were required to be paid, the Developer shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) the City, its councilmembers, officers, employees, agents, successors and assigns, against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including the Developer, its contractor and subcontractors) to pay prevailing wages as determined pursuant to the prevailing wage provisions of the federal Davis-Bacon Act and implementing rules and regulations in connection with the rehabilitation of the Development or any other work undertaken or in connection with the Property. The requirements in this subsection shall survive termination of this Agreement, repayment of the Loan and the reconveyance of the Deed of Trust

(d) State Prevailing Wages. To the extent required by law, the Developer shall pay and shall cause the contractor and subcontractors to pay prevailing wages in connection with the Construction Work, as those wages are determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices as required by Labor Code Sections 1777.5 et seq., and the implementing regulations of the Department of Industrial Relations (the "DIR"). In addition, as applicable, the Developer shall cause its respective contractors and subcontractors to do all the following: (i) all calls for bids, bidding materials and the construction contract documents for the Development must specify that (A) no contractor or subcontractor may be listed on a bid proposal nor be awarded a contract for the Development unless registered with the DIR pursuant to Labor Code Section 1725.5 , and (B) the Development is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"); (ii) the Developer is required to provide the City all information required by Labor Code Section 1773.3 as set forth in the DIR's online form PWC-100 within 2 days of the award of the contract (https://www.dir.ca.gov/pwc100ext/); (iii) the Developer shall cause its respective contractors to post job site notices, as prescribed by regulation by the DIR; (iv) the Developer shall cause its respective contractors to furnish payroll records required by Labor Code Section 1776 directly to the Labor Commissioner, at least monthly in the electronic format prescribed by the Labor Commissioner. The Developer shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) the City its councilmembers, officers, employees, agents, successors and assigns, against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including the Developer, its contractor and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., and implementing regulations of the DIR or to comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and the implementing regulations of the DIR in connection with the Construction Work or any other work undertaken or in connection with the Development. The requirements in this subsection shall survive the repayment of the HOME Loan, and the reconveyance of the HOME Deed of Trust.

(e) Accessibility Requirements. The Developer shall construct the Development to comply with all applicable federal and state disabled persons accessibility requirements including but not limited to the Federal Fair Housing Act, Section 504 of the Construction Act of 1973, Title II and/or Title III of the Americans with Disabilities Act of 1990,

Title 24 of the California Code of Regulations and the Uniform Federal Accessibility Standards (UFAS). In compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794, et seq.), a minimum of five percent (5%) of all Units shall be constructed to be fully accessible to households with a mobility impaired member and an additional two percent (2%) of all Units shall be fully accessible to hearing and/or visually impaired persons.

Section 4.4 Equal Opportunity.

During the performance of the Construction Work there shall be no discrimination on the basis of race, color, creed, religion, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, military and veteran status, or disability in the hiring, firing, promoting, or demoting of any person engaged in the Construction Work .

Section 4.5 Minority and Women-Owned Contractors.

Developer shall use its best efforts to afford minority-owned and women-owned business enterprises the maximum practicable opportunity to participate in the construction of the Development. Developer shall, at a minimum, notify applicable minority-owned and women-owned business firms located in Stanislaus County of bid opportunities for the construction of the Development. Documentation of such notifications must be maintained by Developer and available to the County as requested.

Section 4.6 Progress Reports; Amended Final Financing Plan.

From the date of execution of this Agreement and continuing until Completion of Construction, the Developer shall provide the City with quarterly progress reports regarding the status of the Construction Work, including a certification that the actual construction costs to date conform to the Final Financing Plan. The Developer shall submit any required amendments to the Final Financing Plan to the City for approval within fifteen (15) days of the date the Developer receives information indicating that actual costs of the Development vary or will vary from the costs shown on the Final Financing Plan. Written consent of the City shall be required to amend the Final Financing Plan.

Section 4.7 Construction Responsibilities.

(a) It shall be the responsibility of the Developer to coordinate and schedule the work to be performed so that Commencement of Construction and Completion of Construction will take place in accordance with this Agreement.

(b) The Developer shall be solely responsible for all aspects of the Developer's conduct in connection with the Development, including (but not limited to) the quality and suitability of the Construction Work, the supervision of Construction Work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by the City with reference to the Development is solely for the purpose of determining whether the Developer is properly discharging its obligations to the City, and should not be relied upon by the Developer or by any third parties as a warranty or representation by the

City as to the quality of the design or construction of the Development and does not relieve the Developer, or its consultants, from any applicable requirement to obtain City approval and/or inspections.

Section 4.8 Mechanics Liens, Stop Notices, and Notices of Completion.

(a) If any claim of lien is filed against the Property or the Improvements or a stop notice affecting the HOME Loan is served on the City or any other lender or other third party in connection with the Construction Work, then the Developer shall, within fifteen (15) days after such filing or service give notice to the City of the claim of lien, and within thirty (30) days either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the City a surety bond from a surety acceptable to the City in sufficient form and amount, or provide the City with other assurance satisfactory to the City that the claim of lien or stop notice will be paid or discharged.

(b) If the Developer fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section, then in addition to any other right or remedy, the City may (but shall be under no obligation to) discharge such lien, encumbrance, charge, or claim at the Developer's expense. Alternately, the City may require the Developer to immediately deposit with the City the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The City may use such deposit to satisfy any claim or lien that is adversely determined against the Developer.

(c) The Developer shall file a valid notice of cessation or notice of completion upon cessation of construction of the Development for a continuous period of thirty (30) days or more, and take all other reasonable steps to forestall the assertion of claims of lien against the Property and/or Improvements. The Developer authorizes the City, but without any obligation to the City, to record any notices of completion or cessation of labor, or any other notice that the City deems necessary or desirable to protect its interest in the Development. The Developer agrees and acknowledges that the City must conduct on-site inspections, consistent with the requirements of 24 C.F.R. 92.504(d), to determine compliance with the property standards set forth in 24 C.F.R. 92.251, at least once every three(3) years after the completion of construction of the Development.

Section 4.9 Inspections.

(a) The Developer shall permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection at the Development by the City and by public authorities during reasonable business hours for the purposes of determining compliance with this Agreement. Such inspections do not relieve the Developer, or its contractors, from any applicable requirement to obtain City inspections in connection with the construction of the Development.

(b) After the completion of an inspection the City shall deliver a copy of the inspection report to the Developer. If the City determines as a result of such inspection that there are any life-threatening health and safety related deficiencies, Developer has the obligation to correct such deficiencies immediately, in accordance with 24 C.F.R 92.251. If the City

determines as a result of the inspection that there are any deficiencies for any of the inspectable items in the Development, the Developer shall correct such deficiencies within fifteen (15) days from the delivery of the inspection report or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Developer must begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible. In addition, the Developer acknowledges that the City may re-inspect the Development to verify all deficiencies have been corrected or rely on third party documentation submitted by the Developer for non-hazardous deficiencies in conformance with 24 C.F.R. 92.504(d)

Section 4.10 Developer Fee.

In no event shall developer fees paid to any entity for development services rendered, including administrative fees and costs in connection with the Development and deferred developer fees exceed the lesser of: (i) the maximum amount that is permitted by HCD, and; (ii) the amount approved in the Final Financing Plan.

Section 4.11 Marketing Plan.

(a) No later than six (6) months prior to the projected date of the completion of the Development, the Developer shall submit to the City for approval its plan for marketing the Development to income-eligible households as required pursuant to the HOME Regulatory Agreement, including information on affirmative marketing efforts and compliance with fair housing laws, including but not limited to the information required under 24 C.F.R. Section 92.351(a) (the "Marketing Plan").

(b) Upon receipt of the Marketing Plan, the City shall promptly review the Marketing Plan and shall approve or disapprove the Marketing Plan within fifteen (15) days after submission. If the Marketing Plan is not approved, the Developer shall submit a revised Marketing Plan within fifteen (15) days. If the City does not approve the revised Marketing Plan, the Developer shall be in default hereunder.

(c) If after five (5) months after the Completion of Construction any HOME Unit remains unoccupied, the Developer shall submit a detail report of the ongoing marketing efforts, and if deemed appropriate by the City, any necessary amendments or updates to the Marketing Plan aimed at ensuring any unoccupied HOME Unit is promptly leased. If any of the HOME Units remain unoccupied eleven (11) months after the Completion of Construction, the Developer shall submit a detailed report of the ongoing marketing efforts and submit to the City an update to the Marketing Plan. Failure to lease all of the HOME Units to an eligible tenant within eighteen (18) months of Completion of Construction shall trigger the special repayment pursuant to Section 2.7.

ARTICLE 5
LOAN REQUIREMENTS

Section 5.1 Match Requirement.

The Developer shall ensure that the HOME Loan is matched with a minimum of 25% of the loan amount which is equal to One Hundred Thirty-five Thousand Dollars ($135,000), in

other, non-federal sources, pursuant to and eligible under 24 CFR 92.220.

Section 5.2 Financial Accountings and Post-Completion Audits.

The Developer shall provide to City a financial accounting of all sources and uses of funds for the Construction Work. No later than one hundred fifty (150) calendar days following completion of Construction Work, the Developer shall submit a cost certification prepared by the Developer's accountants showing the sources and uses of all funds utilized for the Development, as well as a copy of all documents that the Developer is required to submit to TCAC as part of the final feasibility and cost reasonableness analysis.

Section 5.3 Annual Operating Budget.

At the beginning of each fiscal year of the Term, the Developer shall provide to the City an annual budget for the operation of the Development. Unless rejected by the City in writing within fifteen (15) days after receipt of the budget, said budget shall be deemed accepted. If rejected by the City in whole or in part, the Developer shall submit a new or corrected budget within thirty (30) calendar days of notification of the City's rejection and the reasons therefore. The provisions of this Section relating to time periods for resubmission of new or corrected budgets shall continue to apply until such budget has been approved by the City.

Section 5.4 Information.

The Developer shall provide all information reasonably requested by the City in connection with the Construction Work and the operation of the Development, including but not limited to any information required by HUD in connection with the Developer's use of the HOME Loan funds.

Section 5.5 Records.

(a) The Developer shall keep and maintain at the Development, or elsewhere with the City's written consent, full, complete and appropriate books, records and accounts relating to the Development, including all such books, records and accounts necessary or prudent to evidence and substantiate in full detail Developer's compliance with the terms and provisions of this Agreement. Books, records and accounts relating to Developer's compliance with the terms, provisions, covenants and conditions of this Agreement shall be kept and maintained in accordance with generally accepted accounting principles consistently applied, and shall be consistent with requirements of this Agreement. All such books, records, and accounts shall be open to and available for inspection and copying by HUD, the City, its auditors or other authorized representatives at reasonable intervals during normal business hours. Copies of all tax returns and other reports that Developer may be required to furnish to any governmental agency shall at all reasonable times be open for inspection by the City at the place that the books, records and accounts of the Developer are kept. The Developer shall preserve such records for a period of not fewer than five (5) years after the creation of such records in compliance with all HUD records and accounting requirements. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the Loan is pending at the end of the record retention period stated herein, then the Developer shall retain such records until such

action and all related issues are resolved. Such records shall include all invoices, receipts, and other documents related to expenditures from the Loan funds. Records must be kept accurate and current and in such a form as to allow the City to comply with the applicable recordkeeping requirements contained in 24 C.F.R. Section 92.508. Such records shall include but not be limited to:

(1) Records providing a full description of the activities undertaken with the use of the Loan funds;

(2) Records demonstrating compliance with the HUD property standards and lead-based paint requirements, including, as applicable, the Uniform Physical Conditions Standards established by HUD pursuant to 24 C.F.R. 5.703;

(3) Records demonstrating compliance with the Tenant Selection Plan requirements pursuant to 24 C.F.R. 92.253(d);

(4) Records demonstrating compliance with the affordability and income requirements for tenants and HOME affordability and income requirements;

(5) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing;

(6) Records demonstrating compliance with applicable relocation requirements which must be retained for at least five (5) years after the date by which persons displaced from the property have received final payments;

(7) Records demonstrating compliance with MBE/WBE requirements;

(8) Records demonstrating that tenant leases comply with the HOME Requirements;

(9) Records demonstrating compliance with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, and labor requirements, including certified payrolls from the Developer's general contractor (and any subcontractor) evidencing that applicable prevailing wages have been paid;

(10) Financial records as required by 24 C.F.R. Section 92.505, and OMB Circular A-110.

(b) The City shall notify Developer of any records it deems insufficient. Developer shall have fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the City in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Developer shall begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

Section 5.6 Audits.

(a) Each year, the Developer shall provide the City with a copy of the Developer's annual audit, which shall include information on all of the Developer's activities and

not just those pertaining to the Development, and shall submit all other financial information reasonably requested by the City determined by the City as necessary for compliance with the requirements of 24 C.F.R 504(d). Developer shall also follow audit requirements of the Single Audit Act and OMB Circulars A-122 and 110.

(b) In addition, the City or any designated agent or employee of the City at any time shall be entitled to audit all of Developer's books, records, and accounts pertaining thereto. Such audit shall be conducted during normal business hours at the principal place of business of Developer and other places where records are kept. Immediately after the completion of an audit, the City shall deliver a copy of the results of such audit to Developer.

Section 5.7 HOME Requirements.

(a) The Developer shall comply with all applicable laws and regulations governing the use of the HOME funds as set forth in 24 C.F.R. Part 92, including but not limited to the requirements of the HOME Regulatory Agreement. In the event of any conflict between this Agreement and applicable laws and regulations governing the use of the HOME Loan funds, the applicable laws and regulations shall govern. During the HOME Term, these requirements shall be federal requirements, implemented by the City; thereafter, these requirements shall be deemed local City requirements.

(b) The laws and regulations governing the use of the HOME Loan funds include (but are not limited to) the following:

(1) Eligible Project Costs. Restrictions on funding only eligible project costs as defined under 24 C.F.R. 92.206.

(2) Environmental and Historic Preservation. 24 C.F.R. Part 50 and 24 C.F.R. Part 58, which prescribes procedures for compliance with the National Environmental Policy Act of 1969 (42 U.S.C. Sections 4321-4361), and the additional laws and authorities listed at 24 C.F.R. Section 58.5.

(3) Applicability of OMB Circulars. The applicable policies, guidelines, and requirements of OMB Circulars Nos. A-87, A-102, Revised, A-110, A-122, and A-133.

(4) Debarred, Suspended or Ineligible Contractors. The prohibition on the use of debarred, suspended, or ineligible contractors and subcontractors set forth in 24 C.F.R. Part 24, including maintenance of all appropriate records for compliance thereof.

(5) Civil Rights, Housing and Community Development, and Age Discrimination Acts. The Fair Housing Act (42 U.S.C. Section 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794, et seq.); the Age Discrimination Act of 1975 (42 U.S.C. Section 6101, et seq.); Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 C.F.R. Part 107; Executive Order 11246 as amended by

Executive Orders 11375, 12086, 11478, 12107; Executive Order 11625 as amended by Executive Order 12007; Executive Order 12432; Executive Order 12138 as amended by Executive Order 12608.

(6) Lead-Based Paint. The requirement of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. Section 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. Section 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35.

(7) Relocation. The requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601, et seq.) and implementing regulations at 49 C.F.R. Part 24; 24 C.F.R. 570.606, Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. Part 42; 24 C.F.R. Section 92.353; and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Section 6000 et seq. If and to the extent that construction of the Development results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, then the Developer shall comply with all applicable local, state, and federal statutes and regulations with respect to relocation planning, advisory assistance, and payment of monetary benefits. The Developer shall prepare and submit a relocation plan to the City for approval. The Developer shall be solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws. The Developer shall indemnify, defend (with counsel reasonably chosen by the City), and hold harmless the City, its councilmembers, officers, employees, agents, successors and assigns, against all claims which arise out of relocation obligations to residential tenants, homeowners, or businesses permanently or temporarily displaced by the Development.

(8) Discrimination against the Disabled. The requirements of the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100, the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794), and federal regulations issued pursuant thereto, which prohibit discrimination against the disabled in any federally assisted program, the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. Sections 4151-4157) and the applicable requirements of Title II and/or Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12131 et seq.), and federal regulations issued pursuant thereto.

(9) Clean Air and Water Acts. The Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 1500, as amended from time to time.

(10) Uniform Administrative Requirements. The requirements of 24 C.F.R. Section 92.505 regarding cost and auditing requirements.

(11) Training Opportunities. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"), requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the

project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the areas of the project. The Developer agrees to include the following language in all subcontracts executed under this Agreement:

(i) The work to be performed under this contract is subject to the requirements of Section 3. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(ii) The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 C.F.R. Part 135 regulations.

(iii) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause; and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(iv) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

(v) The contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the contractor is selected but before the contract is executed; and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.

(vi) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(vii) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. Section 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (1) preference and

opportunities for training and employment shall be given to Indians, and (2) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

(12) Labor Standards. The Developer shall comply with applicable labor requirements set forth in 24 C.F.R. Section 92.354: the prevailing wage requirements of the Davis-Bacon Act and implementing rules and regulations (40 U.S.C. Sections 3141-3148); the Copeland "Anti-Kickback" Act (40 U.S.C. Section 276(c)) which requires that workers be paid at least once a week without any deductions or rebates except permissible deductions; the Contract Work Hours and Safety Standards Act – CWHSSA (40 U.S.C. Sections 3701-3708) which requires that workers receive "overtime" compensation at a rate of 1-1/2 times their regular hourly wage after they have worked forty (40) hours in one (1) week; and Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended. Because, as provided in the HOME Regulatory Agreement, only four (4) units in the Development are HOME Units, it is the understanding of the City and the Developer that the construction of the Development is exempt from the prevailing wage requirements of the Davis-Bacon Act, pursuant to 24 CFR 92.354(a)(2).

(13) Drug Free Workplace. The requirements of the Drug Free Workplace Act of 1988 (P.L. 100-690) and implementing regulations at 24 C.F.R. Part 24.

(14) Anti-Lobbying; Disclosure Requirements. The disclosure requirements and prohibitions of 31 U.S.C. Section 1352 and implementing regulations at 24 C.F.R. Part 87.

(15) Historic Preservation. The historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. Section 470) and the procedures set forth in 36 C.F.R. Part 800. If archeological, cultural, or historic period resources are discovered during rehabilitation, all rehabilitation work must come to a halt and the Developer shall immediately notify the City. The Developer shall not shall alter or move the discovered material(s) until all appropriate procedures for "post-review discoveries" set forth in Section 106 of the National Historic Preservation Act have taken place, which include, but are not limited to, consultation with the California State Historic Preservation Officer and evaluation of the discovered material(s) by a qualified professional archeologist.

(16) Flood Disaster Protection. The requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) (the "Flood Act"). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of the Flood Act, for use in an area identified by HUD as having special flood hazards which is not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of the Flood Act. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program is subject to the mandatory purchase of flood insurance requirements of Section 102(a) of the Flood Act. If the Property is located in an area identified by HUD as having special flood hazards and in which

the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., the property owner and its successors or assigns must obtain and maintain, during the ownership of the Property, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(s) of the Flood Act. Such provisions are required notwithstanding the fact that the construction on the Property is not itself funded with assistance provided under this Agreement.

(17) Faith Based Activities. If the Developer is a religious organization, as defined by the HOME requirements, the Developer shall comply with all conditions prescribed by HUD for the use of HOME Funds by religious organizations, including the First Amendment of the United States Constitution regarding church/state principles and the applicable constitutional prohibitions set forth in 24 C.F.R. 92.257.

(18) Physical Needs Assessment. The Developer shall conduct, or caused to be conducted, a physical needs assessment on the Development once every five (5) years from the date that construction of the Development is completed. The Developer shall comply with all HUD requirements for conducting and documenting the physical needs assessment and shall provide the City with a copy of all documentation related to each physical needs assessment conducted, or caused to be conducted, by the Developer.

(19) HUD Regulations. Any other HUD regulations present or as may be amended, added, or waived in the future pertaining to the Loan funds, including but not limited to HUD regulations as may be promulgated regarding subrecipients.

Section 5.8 Hazardous Materials.

(a) Upon acquisition of the Property, the Developer shall keep and maintain the Development in compliance with, and shall not cause or permit the Development to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under, or about the Development including, but not limited to, soil and ground water conditions. The Developer shall not use, generate, manufacture, store or dispose of, on, under, or about the Development or transport to or from the Development any Hazardous Materials except those materials as may be used in the construction and operation of the Development, or customarily kept and used in and about residential property of this type.

(b) The Developer shall immediately advise the City in writing: (1) any time the Developer receives written notice of any Hazardous Materials Claims, and (2) if the Developer discovers of any occurrence or condition on any real property adjoining or in the vicinity of the Development that could cause the Development or any part thereof to be classified as "border-zone property" under the provision of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Development under any Hazardous Materials Law.

(c) The City shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by the Developer.

The Developer shall indemnify and hold harmless the City and its council members, directors, officers, employees, agents, successors and assigns, from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Development (including asbestos) including without limitation: (1) all foreseeable consequential damages; (2) the costs of any required or necessary repair, cleanup or detoxification of the Development and the preparation and implementation of any closure, remedial or other required plans; and (3) all reasonable costs and expenses incurred by the City in connection with clauses (1) and (2), including but not limited to reasonable attorneys' fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property, (2) loss or restriction of use of rentable space on the Property, (3) adverse effect on the marketing of any rental space on the Property, and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify shall survive termination of this Agreement.

(d) Without the City's prior written consent, which shall not be unreasonably withheld, the Developer shall not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Development, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in the City's reasonable judgment, impair the value of the City's security hereunder; provided, however, that the City's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Development either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain the City's consent before taking such action, provided that in such event the Developer shall notify the City as soon as practicable of any action so taken. The City agrees not to withhold its consent, where such consent is required hereunder, if either: (1) a particular remedial action is ordered by a court of competent jurisdiction; (2) the Developer will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (3) the Developer establishes to the reasonable satisfaction of the City that there is no reasonable alternative to such remedial action which would result in less impairment of the City's security hereunder; or (4) the action has been agreed to by the City.

(e) The Developer hereby acknowledges and agrees that: (1) this Section is intended as the City's written request for information (and the Developer's response) concerning the environmental condition of the Development as required by California Code of Civil Procedure Section 726.5; and (2) each representation and warranty in this Agreement (together with any indemnity obligation applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Development is intended by the Parties to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

(f) In the event that any portion of the Development is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure

Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the City's or the trustee's rights and remedies under the Property Deed of Trust, the City may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to: (1) waive its lien on such environmentally impaired or affected portion of the Development; and (2) exercise: (i) the rights and remedies of an unsecured creditor, including reduction of its claim against the Developer to judgment; and (ii) any other rights and remedies permitted by law. For purposes of determining the City right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Developer shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of Hazardous Materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Development and the Developer knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the City in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Development is environmentally impaired, plus interest thereon at the lesser of ten percent (10%) or the maximum rate permitted by law, until paid, shall be added to the indebtedness secured by the Property Deed of Trust and shall be due and payable to the City upon its demand made at any time following the conclusion of such action.

(g) The Developer hereby indemnifies the City and its council members, directors, officers, employees, agents, successors and assigns for any and all liability resulting from or related to the presence of any Hazardous Materials on the Property.

Section 5.9 Maintenance and Damage.

(a) During the course of operation of the Development, the Developer shall maintain the Development in good repair and in a neat, clean and orderly condition. If there arises a condition in contravention of this requirement, and if the Developer has not cured such condition within thirty (30) days after receiving a notice from the City of such a condition, then in addition to any other rights available to the City, the City shall have the right to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Property.

(b) Subject to the requirements of senior lenders, and if economically feasible in the City's reasonable judgment after consultation with the Developer, if any improvement now or in the future on the Property is damaged or destroyed, then the Developer shall, at its cost and expense, diligently undertake to repair or restore such improvement consistent with the plans and specifications approved by the City with such changes as have been approved by the City. Such work or repair shall be commenced no later than the later of one hundred twenty (120) days, or such longer period approved by the City in writing, after the damage or loss occurs or thirty (30) days following receipt of the insurance proceeds, and shall be complete within one (1) year thereafter. Any insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds shall be insufficient for such purpose, then the Developer shall make up the deficiency. If the Developer does not make

repairs, then any insurance proceeds collected for such damage or destruction shall be distributed as if such proceeds were Residual Receipts, subject to the rights of the Senior Lenders.

Section 5.10 Fees and Taxes.

(a) The Developer shall be solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Development to the extent owed by the Developer, and shall pay such charges prior to delinquency. However, the Developer shall not be required to pay and discharge any such charge so long as: (1) the legality thereof is being contested diligently and in good faith and by appropriate proceedings; and (2) if requested by the City, the Developer deposits with the City any funds or other forms of assurance that the City in good faith from time to time determines appropriate to protect the City from the consequences of the contest being unsuccessful.

(b) The City acknowledges that the Developer intends to apply to the State Board of Equalization for a welfare exemption from property taxes under California Revenue and Taxation Code Section 214 for the Development. Nothing in this Agreement shall prohibit the Developer from applying for and obtaining a welfare exemption for the Development.

Section 5.11 Notice of Litigation.

The Developer shall promptly notify the City in writing of any litigation related to the Development, and any litigation related to the Developer for which the amount claimed or at issue is in excess of Fifty Thousand Dollars ($50,000), and of any claims or disputes related to the Development that involve a material risk of litigation.

Section 5.12 Operation of Development as Affordable Housing.

(a) Promptly after Completion of Construction of the Development, the Developer shall operate the Development as an affordable housing development consistent with: (1) HUD's requirements for use of the HOME Loan Funds for the HOME Term; and (2) the HOME Regulatory Agreement for the Term of this Agreement.

(b) Before leasing any Unit in the Development, the Developer shall submit its proposed form of lease agreement for the City's review and approval. The term of the form of lease agreement shall be for no less than one (1) year, except by mutual agreement between the Developer and the tenant, and shall not contain any provision which is prohibited by 24 C.F.R. Section 92.253(d) and any modifications thereto. Any Developer termination of a lease agreement or refusal to renew must be in conformance with 24 C.F.R. Section 92.253(c), and must be preceded by not fewer than sixty (60) days written notice to the tenant by the Developer specifying the grounds for the action.

(c) Before leasing any HOME Unit in the Development, the Developer must provide the City, for its review and approval, with the Developer's written tenant selection plan. The Developer's tenant selection plan must, at a minimum, meet the requirements for tenant selection set out in 24 C.F.R. Section 92.253(d), and any modifications thereto.

(d) The Developer must determine the income eligibility of each tenant household in a HOME Unit pursuant to 24 C.F.R. 5.233 and 24 C.F.R. 5.609, and any applicable Tenant Selection Plan the City's approved tenant certification procedures within sixty (60) days before the household's expected occupancy of one of the Development's HOME Units. The Developer shall certify each tenant household's income on an annual basis.

(e) The maximum household income of a household occupying a HOME Unit in the Development, and the total charges for rent, utilities, and related services to each household occupying a HOME Unit, shall be maintained as provided in the HOME Regulatory Agreement.

Section 5.13 Non-Discrimination.

Developer covenants by and for itself and its successors and assigns that there will be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age (except for lawful senior housing in accordance with state and federal law), familial status, disability, sex, gender, gender identity, gender expression, sexual orientation, marital status, ancestry, military and veteran status or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor may Developer or any person claiming under or through Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property. Developer shall comply with Executive Orders 11246, 11375, 11625, 12138, 12431, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and local laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. The foregoing covenant will run with the land.

Section 5.14 Insurance Requirements.

(a) Required Coverage. The Developer shall maintain and keep in force, at the Developer's sole cost and expense, the following insurance coverage, applicable to the Development, throughout the Term of this Agreement:

(1) Workers' Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits not less than One Million Dollars ($1,000,000) each accident;

(2) Commercial General Liability insurance with limits not less than Two Million Dollars ($2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations. Products and Completed Operations coverage shall be obtained no later than completion of construction of the Development;

(3) Comprehensive Commercial Automobile Liability insurance with limits not less than One Million Dollars ($1,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverage for owned, non-owned and hired vehicles, as applicable; provided, however, that if the Developer does not own or lease vehicles

for purposes of this Agreement, then no automobile insurance shall be required and both parties to this Agreement shall initial this provision signifying the same; and

(4) Builders' risk insurance during the course of construction (and upon completion of construction, property insurance) covering the Development and covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the City, naming the City as a Loss Payee, as its interest may appear. Flood insurance shall be obtained if required by applicable federal regulations.

(5) Commercial crime insurance covering all officers and employees, for loss of Loan proceeds caused by dishonesty, in an amount approved by the City, naming the City as a Loss Payee, as its interest may appear.

(b) Contractor's Insurance. The Developer shall cause any general contractor, demolition contractor, or agent working on the Development under direct contract with the Developer to maintain insurance of the types and in at least the minimum amounts described in subsections (a) above, and shall require that such insurance shall meet all of the general requirements of subsections (c) below. Subcontractors working on the Development under indirect contract with the Developer shall be required to maintain the insurance described in subsections (a)(1) through (a)(3) above, except that the limit for the insurance described in subsection (a)(2) may be One Million Dollars ($1,000,000). Liability and Comprehensive Automobile Liability insurance to be maintained by such contractors and agents pursuant to this subsection shall name as additional insureds the City, its council members, officers, agents, and employees.

(c) General Requirements. The required insurance shall be provided under an occurrence form, and the Developer shall maintain such coverage continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be three (3) times the occurrence limits specified above.

Comprehensive General Liability, Comprehensive Automobile Liability and Property insurance policies (including builders' risk) shall be endorsed to name as an additional insured the City, and its officers, council members, agents, and employees.

All policies and bonds shall contain: (1) the agreement of the insurer to give the City at least thirty (30) days' notice prior to cancellation (including, without limitation, for nonpayment of premium) or any material change in said policies; (2) an agreement that such policies are primary and noncontributing with any insurance that may be carried by the City; (3) a provision that no act or omission of the Developer shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; and (4) a waiver by the insurer of all rights of subrogation against the City and its authorized parties in connection with any loss or damage thereby insured against.

(d) Certificate of Insurance. Upon the City's request at any time during the term of this Agreement, the Developer shall provide certificates of insurance, in form and with

insurers reasonable acceptable to the City, evidencing compliance with the requirements of this Section, and shall provide complete copies of such insurance policies, including a separate endorsement naming the City, and its council members, officers agents and employees as additional insured.

Section 5.15 Anti-Lobbying Certification.

The Developer certifies, to the best of the Developer's knowledge or belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(c) This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars ($10,000) and no more than One Hundred Thousand Dollars ($100,000) for such failure.

Section 5.16 Purpose of Restriction on Transfer.

This Agreement is entered into solely for the purpose of the Developer's construction and operation of the Development in accordance with the terms of this Agreement and the HOME Regulatory Agreement. The qualifications and identity of the Developer are of particular concern to the City, in view of:

(a) The importance of the construction of the Development to the general welfare of the community;

(b) The public aids that have been made available by law and by the government for the purpose of making such development possible;

(c) The reliance by the City upon the unique qualifications and ability of the Developer to serve as the catalyst for construction of the Development and upon the continuing interest which the Developer will have in the Development to assure the quality of the use, operation, and maintenance deemed critical by the City in the construction of the Development;

(d) The fact that a change in ownership or control of the owner of the Development, or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in ownership or with respect to the identity of the parties in control of the Developer or the degree thereof, is for practical purposes a transfer or disposition of the Development; and

(e) The importance to the City of the standards of use, operation, and maintenance of the Development.

It is because of the qualifications and identity of the Developer that the City is entering into this Agreement and that Transfers are permitted only as provided in this Agreement.

Section 5.17 Prohibited Transfers.

(a) The limitations on Transfers set forth in this Article shall apply throughout the Term of this Agreement. Except as expressly permitted in this Agreement, the Developer represents that it has not made or created, and agrees that it will not make or create or suffer to be made or created, any Transfer (as defined in Section 1.1 hereof), either voluntarily or by operation of law, without the prior written approval of the City, which consent the City may withhold at its sole discretion.

(b) Any Transfer made in contravention of this Section shall, at the City's discretion, be void and shall be deemed to be a default under this Agreement, whether or not the Developer knew of or participated in such Transfer. The loan shall automatically accelerate and be due in full upon any unauthorized Transfer.

Section 5.18 Permitted Transfers Without Prior City Approval.

The term "Transfer" shall exclude the leasing of any single Unit in the Development to an occupant in compliance with the HOME Regulatory Agreement.

Section 5.19 Permitted Transfers With Prior City Approval.

(a) Except as permitted under Section 5.18, any Transfer shall be permitted only after:

(1) The City has delivered to the Developer its prior written approval of such Transfer, which approval may not be unreasonably withheld; and

(2) The transferee has assumed the Developer's obligations under this Agreement by signing this Agreement or such other reasonable documentation as the City may require.

(b) Following completion of construction of the Development, the City shall not unreasonably withhold its consent to a proposed Transfer, provided that the City reasonably determines that the proposed transferee is qualified to operate the Development in compliance with the HOME Regulatory Agreement including meeting the following requirements:

(1) The proposed transferee has at least five (5) years' experience operating multifamily rental housing developments comparable to the Development;

(2) The proposed transferee has no record of loan defaults, maintenance problems, housing or building code violations, or substantiated fair housing complaints at properties it has owned or operated; and

(3) The proposed transferee has satisfactory credit.

Section 5.20 Allowable Preferences.

(a) The Developer shall give a preference in the rental of any of the Units in the Development to eligible households displaced by activity of the former Redevelopment Agency of the City of Modesto or the City, as provided in Health and Safety Code Section 33411.3. The preferences stated in this section are required by law and apply to the rental of Units in the Development throughout the Term.

(b) The conditions and obligations set forth in this Section shall survive termination of this Agreement.

Section 5.21 Affordability and Project Monitoring.

(a) Throughout the HOME Term, the Developer shall comply with all applicable record keeping and monitoring requirements set forth in (24 CFR Section 92.508) of the HOME Regulations and shall annually complete and submit to City a certification of continuing program compliance.

(b) Representatives of the City shall be entitled to enter the Property upon at least twenty-four (24) hour's notice at reasonable times to monitor compliance with this Agreement, to inspect the records of the Development with respect to the Units, and to conduct an independent audit of such records. The Developer agrees to cooperate with the City in making the Property available for such inspection. If for any reason the City is unable to obtain the Developer's consent to such an inspection, the Developer understands and agrees that the City may obtain, at the Developer's expense, an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. The Developer agrees to maintain records in a business-like manner and to make such records available to the City upon twenty-four (24) hour's notice at reasonable times. Unless the City otherwise approves, such records shall be maintained for the most recent five years until five years after the HOME Term.

(c) Throughout the Term, the Developer grants the City inspection rights as set forth in Section 4.9 above, and Developer shall make best efforts to allow the City to comply with all applicable physical monitoring requirements set forth in (24 CFR Section 92.504(d) and 24 C.F.R. 92.251) of the HOME Regulations.

(d) The City will enforce a per-unit monitoring charge on all HOME assisted developments. HOME assisted developments will be charged as follows:

- 1-20 assisted units = $35.00 per unit/ annually
- 20+ assisted units = $25.00 per unit/ annually

(e) The City will enforce a physical inspection charge on all HOME assisted developments. The inspection charge for HOME assisted development will be the lesser of: (1) Five Thousand Dollars ($5,000) per inspection; or (2) the actual costs incurred by the City to secure a qualified third party, independent of the Developer, to conduct the physical inspections in accordance with the requirements set forth in this Agreement, and any related staffing costs incurred by the City in association therewith.

(f) The Developer shall pay such charge within fifteen (15) days of receipt of an invoice from the City.

(g) The City reserves the right to waive or defer a portion of the monitoring charge if a development is unable to pay these costs. All waivers must be submitted in writing, with adequate supporting financial documentation, for review by the City Manager.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

Section 6.1 Representations and Warranties.

The Developer hereby represents and warrants to the City as follows:

(a) Good Standing. The Developer is a duly organized California nonprofit public benefit corporation validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.

(b) Corporate Authority. The Developer has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the HOME Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and the HOME Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of the Developer, and all actions required under the Developer's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the HOME Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. This Agreement and the HOME Loan Documents and all other documents or instruments which have been executed and delivered pursuant to, or in connection with, this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of the Developer, enforceable against the Developer in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement and the HOME Loan Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the Developer, or any provision of the organizational documents of the Developer, or will conflict with or constitute a breach of or a default under any agreement to which the Developer is a party, or will result in the creation or imposition of any lien upon any assets or property of the Developer, other than liens established pursuant hereto.

(f) CHDO Certification. The Developer meets the legal and organizational characteristics described in 24 C.F.R. 92.2 and has been and shall continue to be certified as a CHDO by the City for the entire HOME Term.

(g) Compliance With Laws; Consents and Approvals. The Developer represents and warrants that the construction of the Development will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency.

(h) Pending Proceedings. The Developer is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of the Developer, and its general partner respectively, threatened against or affecting the Developer, respectively, or the Property, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to the Developer, materially affect the Developer's ability to repay the HOME Loan or impair the security to be given to the City pursuant hereto.

(i) Title to Land. At the time of recordation of the HOME Deed of Trust, the Developer will have good and marketable fee title to the Property and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than liens for current real property taxes and assessments not yet due and payable, the liens in favor of the City or approved in writing by the City.

(j) Financial Statements. The financial statements of the Developer and other financial data and information furnished by the Developer to the City fairly present the information contained therein. As of the date of this Agreement, there has not been any adverse, material change in the financial condition of the Developer from that shown by such financial statements and other data and information.

(k) Sufficient Funds. The Developer holds sufficient funds and/or binding commitments for sufficient funds to complete the acquisition and construction of the Development.

(l) Taxes. The Developer has filed all federal and other material tax returns and reports required to be filed, and has paid all federal and other material taxes, assessments, fees and other governmental charges levied or imposed upon it or its income or the Property otherwise due and payable, except those which are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles. There is no proposed tax assessment against the Developer that could, if made, be reasonably expected to have a material adverse effect upon the Property, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of the Developer and its subsidiaries, taken as a whole, which would be expected to result in a material impairment of the ability of the Developer to perform under any HOME Loan Document to which it is a party, or a material adverse effect upon the legality, validity, binding effect or enforceability against the Developer of any HOME Loan Document.

ARTICLE 7
TERMINATION, DEFAULT AND REMEDIES

Section 7.1 Events of Default.

Each of the following shall constitute a "Default" under this Agreement:

(a) Failure to Satisfy Predevelopment Requirements. Failure of the Developer to satisfy any of the requirements set forth in Article 3 subject to notice and cure pursuant to Section 7.1(f) below;

(b) Failure to Make Payment. Failure of the Developer to repay the principal and any interest on the HOME Loan that is due and payable to the City pursuant to this Agreement following written notice by the City of such failure and fifteen (15) days opportunity to cure;

(c) Failure to Commence or Complete Construction Work. Failure of the Developer to commence and prosecute to completion, the Construction Work within the time frames set forth in this Agreement;

(d) Failure to Comply with the Management Plan. Failure to comply with the Management Plan approved by the City and such failure having continued uncured for thirty (30) days after receipt of written notice thereof from the City to the Developer, which notice provides reasonable detail of the default and the required cure for such default;

(e) Failure to Comply with the Marketing Plan. Failure to comply with the Marketing Plan approved by the City and such failure having continued uncured for thirty (30) days after receipt of written notice thereof from the City to the Developer, which notice provides reasonable detail of the default and the required cure for such default;

(f) Breach of Covenants. Failure of the Developer to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the HOME Loan Documents, and such failure having continued uncured for thirty (30) days after receipt of written notice thereof from the City to the Developer (which notice shall provide reasonable detail of the default and required cure) or, if the breach cannot be cured within thirty (30) days, the Developer shall not be in breach so long as the Developer is diligently undertaking to cure such breach and such breach is cured within sixty (60) days; provided, however, that if a different period or notice requirement is specified under any other section of this Article 7, the specific provisions shall control;

(g) Default Under Other Loans. A default is declared under any Approved Financing by the lender of such Approved Financing (subject to applicable notice and cure);

(h) Insolvency. A court having jurisdiction shall have made or entered any decree or order: (1) adjudging the Developer to be bankrupt or insolvent; (2) approving as properly filed a petition seeking reorganization of the Developer or seeking any arrangement for the Developer under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction; (3) appointing a receiver, trustee, liquidator, or assignee of the Developer in bankruptcy or insolvency or for any of their properties; (4) directing the winding up or liquidation of the Developer, if any such decree or order described in clauses (1) to (4), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) days; or (5) the Developer shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (1) to (4), inclusive. The occurrence of any of the events of Default in this paragraph shall act to accelerate automatically, without the need for any action by the City, the indebtedness evidenced by the Note;

(i) Assignment; Attachment. The Developer shall have assigned its assets for the benefit of its creditors or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within ninety (90) days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by the City, the indebtedness evidenced by the HOME Loan Documents;

(j) Suspension; Dissolution. The Developer shall have: (1) the operation of their business voluntarily or involuntarily suspended by the State of California, (2) voluntarily stop or terminate the operation of its business; (3) if the Developer is a partnership, the partnership shall have the operation of the partnership voluntarily or involuntarily dissolved, suspended or terminated by the State of California;

(k) Liens on Property and the Development. There shall be filed any claim of lien (other than liens approved in writing by the City) against the Development, the Property, or any part thereof, or any interest or right made appurtenant thereto, or the service of any notice to withhold proceeds of the HOME Loan and the continued maintenance of said claim of lien or

notice to withhold for a period of thirty (30) days without discharge or satisfaction thereof or provision therefore (including, without limitation, the posting of bonds) satisfactory to the City;

(l) Condemnation. The condemnation, seizure, or appropriation by any public agency of all or the substantial part of the Property and the Development, except condemnation by the City, shall cause the HOME Loan to accelerate but shall not be a Default;

(m) Unauthorized Transfer. Any Transfer other than as permitted by Sections 5.18 and 5.19;

(n) Representation or Warranty Incorrect. Any representation or warranty of the Developer, respectively, contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the City in connection with any of the HOME Loan Documents, proves to have been incorrect in any material and adverse respect when made and which default cannot be cured within thirty (30) days after receipt of written notice thereof from the City to the Developers; and/or

Section 7.2 Remedies. The occurrence of any Default hereunder following the expiration of all applicable notice and cure periods will either at the option of the City or automatically where so specified, relieve the City of any obligation to make or continue the HOME Loan and shall give the City the right to proceed with any and all remedies set forth in this Agreement and the HOME Loan Documents, including but not limited to the following:

(a) Acceleration of Note. The City shall have the right to cause all indebtedness of the Developer to the City under this Agreement and the Note, together with any accrued interest thereon, to become immediately due and payable. Developer waives all right to presentment, demand, protest or notice of protest or dishonor. The City may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the City as a creditor and secured Party under the law including the Uniform Commercial Code, including foreclosure under the HOME Deed of Trust. The Developer shall be liable to pay the City on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the City in connection with the collection of the HOME Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the HOME Loan;

(b) Specific Performance. The City shall have the right to mandamus or other suit, action or proceeding at law or in equity to require the Developer to perform its obligations and covenants under the HOME Loan Documents or to enjoin acts or things which may be unlawful or in violation of the provisions of the HOME Loan Documents, except that such remedy shall not be available to the City until the Commencement of Construction;

(c) Right to Cure at the Developer's Expense. The City shall have the right (but not the obligation) to cure any monetary default by the Developer under a loan other than the HOME Loan. The Developer agrees to reimburse the City for any funds advanced by the City to cure a monetary default by the Developer upon demand therefore, together with interest thereon at the lesser of the maximum rate permitted by law or ten percent (10%) per annum from the date of expenditure until the date of reimbursement;

Section 7.3 Right of Contest.

The Developer shall have the right to contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute a Default hereunder. Any such contest shall be prosecuted diligently and in a manner unprejudicial to the City or the rights of the City hereunder.

Section 7.4 Remedies Cumulative.

No right, power, or remedy given to the City by the terms of this Agreement or the HOME Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the City by the terms of any such instrument, or by any statute or otherwise against the Developer and any other person. Neither the failure nor any delay on the part of the City to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the City of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 7.5 Survival.

Upon termination of this Agreement under this Article 7, those provisions of this Agreement that recite that they survive termination of this Agreement shall remain in effect and be binding upon the parties notwithstanding such termination.

ARTICLE 8
GENERAL PROVISIONS

Section 8.1 Relationship of Parties.

Nothing contained in this Agreement shall be interpreted or understood by any of the parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the City, the Developer or the Developer's agents, employees or contractors, and the Developer shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. The Developer has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the construction and operation of the Development, the Developer shall be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and shall include requirements in each contract that contractors shall be solely responsible for similar matters relating to their employees. The Developer agrees to be solely responsible for its own acts and those of its agents and employees.

Section 8.2 No Claims.

Nothing contained in this Agreement shall create or justify any claim against the City, by any person that the Developer or its general partners may have employed or with whom the Developer may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the construction or operation of the Development, and the Developer shall include similar requirements in any contracts entered into for the construction or operation of the Development.

Section 8.3 Amendments.

Subject to Sections 8.19 and 8.20, no alteration or variation of the terms of this Agreement shall be valid unless made in writing by the Parties and approved by the City Council.

Section 8.4 Entire Understanding of the Parties.

This Agreement constitutes the entire understanding and agreement of the Parties with respect to the City.

Section 8.5 Indemnification.

Except as directly caused by the City's gross negligence or willful misconduct, the Developer agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the City) the City and its council members, officers, employees, representatives, agents, successors and assigns, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of: (1) the Developer's performance or non-performance of its obligations under this Agreement; (2) the Developer's ownership of the Development; (3) the marketing, rental and operation of the Development; or (4), or any documents executed by the Developer in connection with the Development. The provisions of this Section shall survive termination of this Agreement.

Section 8.6 Non-Liability of City Officials, Employees and Agents.

No council member, official, employee or agent of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to the Developer or its successor or on any obligation under the terms of this Agreement. No director, officer, employee or agent of the Developer shall be personally liable to the City, or any successor in interest, in the event of any Default or breach by the Developer, or for any amount which may become due to the City or its successor or on any obligation under the terms of this Agreement.

Section 8.7 No Third Party Beneficiaries.

There shall be no third party beneficiaries to this Agreement.

Section 8.8 Action by the City.

(a) Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent, request, extension of time, waiver of condition, termination, or other action by the City is required or permitted under this Agreement, such action may be given, made, or taken by the City Manager without further approval by the City Council, and any such action shall be in writing. The amount of the HOME Loan may not be increased without approval of the City Council.

(b) Any consents or approvals required under this Agreement shall not be unreasonably withheld or made, except where it is specifically provided that a sole discretion standard applies. The City Manager is also hereby authorized to approve, on behalf of the City, requests by the Developer for reasonable extensions of time deadlines set forth in this Agreement. The City Manager shall not unreasonably delay in reviewing and approving or disapproving any proposal by the Developer made in connection with this Agreement.

Section 8.9 Waivers.

Any waiver by the City of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the City to take action on any breach or default of the Developer or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to the Developer to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the City to any act or omission by the Developer shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the City's written consent to future waivers.

Section 8.10 Notices, Demands and Communications.

Formal notices, demands, and communications between the City and the Developer shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the City and the Developer as follows:

City: City of Modesto
1010 Tenth Street, Suite 4400
Modesto, CA 95354
Attn: Housing

Developer: Great Valley Housing Development Corporation
1701 Robertson
Modesto, CA 95351
Attn: A. Dirk Hoek, President

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided

in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt for delivery or refusal of delivery. Copies of notices sent to the Developer shall also be sent to any limited partner of the Developer who requests such notices in writing and provides its address to the City.

Section 8.11 Applicable Law and Venue.

This Agreement shall be governed by and construed in accordance with California law. Any action brought claiming a breach of this Agreement or interpreting this Agreement shall be brought and venued in Stanislaus County, California.

Section 8.12 Parties Bound.

Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors and assigns. This Agreement is intended to run with the land and shall bind the Developer and its successors and assigns in the Property and the Development for the entire Term, and the benefit hereof shall inure to the benefit of the City and its successors and assigns.

Section 8.13 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing Party will have the right to recover its reasonable attorney's fees and costs of suit from the other Party.

Section 8.14 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 8.15 Extensions.

(a) Force Majeure. In addition to specific provisions of this Agreement, performance by any Party shall not be deemed to be in default where delays or defaults are due to to war, insurrection, strikes, lock-outs or other labor disturbances, one or more acts of a public enemy, war, riot, sabotage, blockade, embargo, floods, earthquakes, fires, quarantine restrictions, freight embargoes, lack of transportation, court order, delays or failures of performance by any governmental authority or utility company (other than the acts or failure to act of the City and so long as the Party seeking the extension has adequately complied with the applicable processing requirements of such governmental authority or utility company), delays resulting from changes in any applicable laws, rules, regulations, ordinances or codes, or a change in the interpretation thereof by any governing body with jurisdiction, or any other cause (other than lack of funds of the Developer or the Developer's inability to finance the construction of the Development) beyond the reasonable control or without the fault of the Party claiming an extension of time to

perform or an inability of performance. An extension of time for any cause will be deemed granted if notice by the Party claiming such extension is sent to the other within ten (10) days from the commencement of the cause and the Party granting the extension agrees to the extension in writing. In no event shall the City be required to agree to cumulative delays in excess of one hundred eighty (180) days.

Section 8.16 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in subsection (b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. Developer shall exercise due diligence to ensure that the prohibition in this Section is followed.

(b) The conflict of interest provisions of subsection (a) above apply to any person who is an employee, agent, consultant, officer, or any immediate family member of such person, or any elected or appointed official of the City, or any person related within the third (3rd) degree of such person.

(c) In accordance with California Government Code Section 1090 and the Political Reform Act, California Government Code section 87100 et seq., no person who is a director, officer, partner, trustee or employee or consultant of the Developer, or immediate family member of any of the preceding, shall make or participate in a decision, made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Developer. Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act, California Government Code Section 87100 et seq., its implementing regulations manual and codes, and California Government Code Section 1090.

(d) The Developer shall comply with the conflict of interest provisions set forth in 24 C.F.R. Section 92.356.

Section 8.17 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 8.18 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Section 8.19 City Approval.

Whenever this Agreement calls for City approval, consent, or waiver, the written approval, consent, or waiver of the City Manager shall constitute the approval, consent, or waiver of the City, without further authorization required from the City Council. The City hereby authorizes the City Manager to deliver such approvals or consents as are required by this Agreement, to execute estoppel certificates concerning the status of the HOME Loan and the existence of the Developer defaults under the Loan Documents, and to waive requirements under this Agreement, on behalf of the City. Any consents or approvals required under this Agreement shall not be unreasonably withheld or made, except where it is specifically provided that a sole discretion standard applies. The City Manager is also hereby authorized to approve, on behalf of the City, requests by the Developer for reasonable extensions of time deadlines set forth in this Agreement. The City shall not unreasonably delay in reviewing and approving or disapproving any proposal by the Developer made in connection with this Agreement.

Section 8.20 Operating Memoranda.

(a) The Parties acknowledge that the provisions of this Agreement require a close degree of cooperation, and that new information and future events may demonstrate that changes are appropriate with respect to the details of performance of the parties under this Agreement. The parties desire, therefore, to retain a certain degree of flexibility with respect to the details of performance of those items covered in general terms under this Agreement. If and when, from time to time during the term of this Agreement, the parties find that refinements or adjustments regarding details of performance are necessary or appropriate, they may effectuate such refinements or adjustments through a memorandum (individually, an "Operating Memorandum", and collectively, "Operating Memoranda") approved by the parties which, after execution, shall be attached to this Agreement as addenda and become a part hereof.

(b) Operating Memoranda may be executed on the City's behalf by its City Manager, or the City Manager's designee. Operating Memoranda shall not require prior notice or hearing, and shall not constitute an amendment to this Agreement. Any substantive or significant modifications to the terms and conditions of performance under this Agreement shall be processed as an amendment of this Agreement in accordance with Section 8.3 hereof, and must be approved by the City Council.

Section 8.21 Assignment by City.

The City may assign its rights and obligations under the HOME Loan Documents to any other public entity without the consent of the Developer.

[Remainder of Page Left Intentionally Blank]

WHEREFORE, this HOME Loan Agreement is executed by the undersigned on September 22, 2015, and is effective as of the date first above written.

DEVELOPER:

GREAT VALLEY HOUSING DEVELOPMENT CORPORATION a California nonprofit public benefit corporation

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

CITY:

CITY OF MODESTO, a California charter city

By: _____
James N. Holgersson, City Manager

ATTEST:

_____
Stephanie Lopez, City Clerk

APPROVED AS TO FORM:
Adam U. Lindgren, City Attorney

By: _____

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

FINAL FINANCING PLAN

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-349

RESOLUTION APPROVING A HOME INVESTMENT PARTNERSHIPS PROGRAM AGREEMENT WITH STANISLAUS COUNTY AFFORDABLE HOUSING CORPORATION, TO CONSTRUCT FOUR PERMANENT SUPPORTIVE UNITS FOR PERSONS WITH MENTAL HEALTH DISABILITIES, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS

WHEREAS, the City of Modesto receives annual entitlements from the U.S. Department of Housing and Urban Development based on its population size, number of households living below poverty level and number of sub-standard housing units; and

WHEREAS, a percentage of the HOME Investment Partnerships Program (HOME) entitlement plus estimated program income may be allocated for the purposes of providing assistance consistent with the functions of HOME funding to provide decent and affordable housing to low income households; and

WHEREAS, approximately $900,000 in HOME entitlement funds and $200,000 in Community Housing Development Organization (CHDO) set aside funds are available; and

WHEREAS, additional HOME entitlements funds and CHDO set-aside funds may be available in future years for projects being completed in phases; and

WHEREAS, on June 3, 2015, the City of Modesto issued an RFQ for Affordable Housing Developers and an RFP for CHDOs; and

WHEREAS, a subcommittee of the Citizen Housing and Community Development Committee (CH&CDC) reviewed the proposals and made a recommendation to the CH&CDC; and

WHEREAS, on August 19, 2015, the CH&CDC reviewed and approved the subcommittee's recommendation and unanimously voted to forwarded its recommendation to the City Council; and

WHEREAS, On September 8, 2015, the City Council approved the allocation of $490,000 in HOME funds and $50,000 in CHDO Set Aside funds to Stanislaus County Affordable Housing Corporation for the construction of four (4) one-bedroom permanent supportive units for persons with mental health disabilities;

WHEREAS, the proposed agreements between the City of Modesto and Stanislaus County Affordable Housing Corporation will specify the terms and conditions by which the City of Modesto is providing the approved funding for their project;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it approves HOME Investment Partnerships Program agreement with Stanislaus County Affordable Housing Corporation four (4) one-bedroom permanent supportive units for persons with mental health disabilities, in substantially the form **attached** and as approved by the City Attorney;

BE IT FURTHER RESOLVED that authorizing the City Manager, or his designee, to execute the agreements and related documents, as approved by the City Attorney;

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 22nd day of September, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

HOME LOAN AGREEMENT

BY AND BETWEEN

THE CITY OF MODESTO,
a California Charter City

AND

STANISLAUS COUNTY AFFORDABLE HOUSING CORPORATION,
a California nonprofit public benefit corporation

(522 E. Granger)

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EXHIBITS

Exhibit A:	Legal Description
Exhibit B:	Final Financing Plan

HOME LOAN AGREEMENT

(HOME Loan- 522 E Granger)

This HOME Loan Agreement (the "Agreement"), effective September 22, 2015 (the "Effective Date"), is entered into by and between the City of Modesto, a California charter city (the "City"), and Stanislaus County Affordable Housing Corporation, a California nonprofit public benefit corporation (the "Developer"), with reference to the following facts, purposes and intentions.

RECITALS

A. These Recitals refer to and utilize certain capitalized terms which are defined in Article 1 of this Agreement. The Parties intend to refer to those definitions in connection with the use of capitalized terms in these Recitals.

B. The City has received HOME Investment Partnership Act funds from the United States Department of Housing and Urban Development ("HUD") pursuant to the Cranston-Gonzales National Housing Act of 1990 ("HOME Funds"). The HOME funds must be used by the City in accordance with 24. C.F.R. Part 92 and CHDO Set Aside funds have been allocated for investment only in housing to be owned, developed or sponsored by community housing development organizations.

C. The Developer desires to borrow from the City and the City desires to extend to the Developer the HOME Loan in an amount not to exceed Five Hundred Forty Thousand Dollars ($540,000) of which Fifty Thousand Dollars ($50,000) are CHDO Set Aside funds, the HOME Loan funds are to be used by the Developer to fund construction costs of the Development.

D. The HOME Loan is being made to finance costs associated with the construction of the Development and thereby increase the supply of affordable rental housing in the City of Modesto.

E. As a condition to providing the HOME Loan to the Developer, the City is imposing occupancy and affordability restrictions on the Development, ensuring that specified units therein remain affordable to specified income eligible households for a specified period as set forth in the HOME Regulatory Agreement.

F. In accordance with NEPA, the release of funds under this Agreement shall be conditioned upon the completion of all required NEPA environmental review.

G. Until completion of certain feasibility studies for the Development, it is not possible to provide meaningful information for further environmental assessment of the Development in accordance with the provisions of the CEQA. Prior to disbursement of the funds under this Agreement, the Parties shall prepare and complete the necessary environmental assessment under NEPA and CEQA.

NOW, THEREFORE, in consideration of the recitals hereof and the mutual promises and covenants set forth in this Agreement, the Parties agree as follows:

ARTICLE 1
DEFINITIONS AND EXHIBITS

Section 1.1 Definitions.

The following capitalized terms have the meanings set forth in this Section 1.1 wherever used in this Agreement, unless otherwise provided:

(a) "Agreement" means this HOME Loan Agreement.

(b) "Annual Operating Expenses" with respect to a particular calendar year means the following costs reasonably and actually incurred for operation and maintenance of the Development to the extent that they are consistent with an annual independent audit performed by a certified public accountant using generally accepted accounting principles:

(1) Property taxes and assessments imposed on the Development;

(2) Debt service currently due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Development) on loans associated with the development of the Development and approved by the City in the Final Financing Plan;

(3) Property management fees and reimbursements, not to exceed fees and reimbursements which are standard in the industry, and pursuant to a management contract approved by the City;

(4) Premiums for property damage and liability insurance; utility services not paid for directly by tenants, including water, sewer, and trash collection; maintenance and repair;

(5) Any annual license or certificate of occupancy fees required for operation of the Development;

(6) Security services;

(7) Advertising and marketing costs;

(8) Cash deposited into reserves for capital replacements of the Development in an amount to be approved by the City as part of the Final Financing Plan;

(9) Cash deposited into an operating reserve in an amount approved by the City as part of the Final Financing Plan and annual operating budgets, but with the operating reserve capped at six (6) months of gross rent from the Development (as such rent may vary from time to time);

(10) Utility services, maintenance and repair, including pest control, landscaping, grounds maintenance, painting and decorating, cleaning, common systems repair, janitorial supplies and services, advertising and marketing;

(11) Deferred developer fee in an amount to be approved by the City as part of the Final Financing Plan;

(12) Extraordinary operating costs specifically approved by the City;

(13) Payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves;

(14) Reasonable accounting and legal fees;

(15) Other ordinary and reasonable operating expenses approved in writing by the City and not listed above; and

(16) Annual Operating Expenses shall exclude the following: depreciation, amortization, depletion or other non-cash expenses, or any amount expended from a reserve account.

(c) "Approved Financing" means the loans or grants and equity acquired, or to be acquired, by the Developer and approved by the City in its reasonable discretion for the purpose of financing the Development, in addition to the HOME Loan, which may include a Stanislaus County Mental Health Services Act ("MHSA") loan from the County, pursuant to Proposition 63, the Mental Health Services Act in the approximate amount shown in the approved Financing Proposal (the "MHSA Loan");

(d) "Approved Plans and Specifications" means the plans and specifications for the Construction Work, approved by the City pursuant to Section 3.4 below.

(e) "CEQA" means the California Environmental Quality Act (Public Resources Code Sections 21000 et seq.).

(f) "CHDO" means a certified Community Housing Development Organization as defined in 24 C.F.R. 92.300. For the purposes of this Agreement, the Developer is the certified CHDO.

(g) "City" means the City of Modesto, a California charter city.

(h) "City Attorney" means the City Attorney of the City of Modesto.

(i) "City Council" means the City Council of the City of Modesto.

(j) "City Manager" means the City Manager of the City of Modesto.

(k) "City's Share of Residual Receipts" means the City's Pro Rata Share (as defined below) of fifty percent (50%) of Residual Receipts (the 50% being the "Lenders' Share of Residual Receipts") which shall be determined at the close of permanent financing, or any time any determination thereof is needed to be made. The Pro Rata Share shall be determined by calculating the percentage resulting from dividing the amount of the HOME Loan funds disbursed to the Developer in accordance with this Agreement by the aggregate sum of the funds disbursed to the Developer under the HOME Loan and the MHSA Loan, in accordance with the applicable agreements. The Developer shall be entitled to the other 50% share of the Residual Receipts ("Developer's Share of Residual Receipts").

(l) "Close of Escrow" shall refer to the date of recordation of the HOME Deed of Trust against the Property pursuant to the terms of this Agreement and the date of recordation of the HOME Regulatory Agreement against the Property pursuant to the terms of this Agreement.

(m) "Commencement of Construction" means the date on which construction of the Development commences pursuant to Section 4.1 below.

(n) "Completion of Construction" means the date the Developer receives a certificate of occupancy for the Affordable Development pursuant to Section 4.2 below.

(o) "Construction Bonds" means copies of labor and material bonds and performance bonds for the Construction Work in an amount equal to one hundred percent (100%) of the scheduled cost of the Construction Work.

(p) "Construction Contract" means the construction contract approved by the City pursuant to the terms of Section 3.8 hereof.

(q) "Completion Date" means the date that all of the following have occurred: (i) a final certificate of occupancy is issued by the City to certify completion of the construction of the Development; (ii) the final disbursement of HOME funds for the Development has been made; (iii) the City has verified the Development complies with the property standards set forth in 24 CFR 92.251; and (iv) all project completion information has been entered by the City into the Integrated Disbursement and Information System (IDIS).

(r) "Construction Work" means the physical Construction Work to construct the Improvements in accordance with the Approved Plans and Specifications and the Governmental Approvals.

(s) "Default" means an event of default under this Agreement, as more specifically described in Section 7.1 below.

(t) "Developer" means Stanislaus County Affordable Housing Corporation, a California nonprofit public benefit corporation, and its approved successors and assigns.

(u) "Development" means the Property and the Improvements.

(v) "Effective Date" has the meaning set forth in the first paragraph.

(w) "Evidence of Insurance Coverage" has the meaning set forth in Section 3.10 below.

(x) "Final Financing Plan" means the Developer's final plan for financing the acquisition of the Property, the construction of the Improvements and the operation of the Development. The Final Financing Plan approved by the City as of the date of this Agreement is attached to this Agreement as Exhibit B, incorporated herein by reference, and may be revised from time to time with the approval of the City pursuant to Section 3.2 below.

(y) "Force Majeure" means the occurrence of one or more of those events described in Section 8.15, permitting an extension of time for performance of obligations under this Agreement.

(z) "Governmental Approvals" means the City and other governmental permits and approvals necessary for the construction and operation of the Development, including but not limited to submissions of a precise plan, detailed exterior plans, overall design and architectural review and any required operating licenses, but excluding a building permit.

(aa) "Gross Revenue" with respect to a particular calendar year, means all revenue, income, receipts, and other consideration actually received from operation and leasing of the Development, including, but not be limited to:

(1) All rents, fees and charges paid by tenants, payments or other rental subsidy payments received for the dwelling units, deposits forfeited by tenants, all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements resulting in actual income;

(2) The proceeds of business interruption or similar insurance;

(3) The fair market value of any goods or services provided in consideration for the leasing or other use of any portion of the Development;

(4) Subject to the rights of Senior Lenders, the proceeds of casualty insurance to the extent not utilized to repair or rebuild the Development (or applied toward the cost of recovering such proceeds);

(5) Subject to the rights of Senior Lenders, condemnation awards for a taking of part or all of the Development for a temporary period; and

(6) Gross Revenue shall exclude tenants' security deposits, loan proceeds, capital contributions or other similar advances.

(bb) "Hazardous Materials" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous

wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations.

(cc) "Hazardous Materials Claim" means: (1) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the Developer or the Development pursuant to Hazardous Materials Laws; (2) all claims made or threatened by any third party against the Developer or the Development relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials.

(dd) "Hazardous Materials Law" means any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials.

(ee) "HOME" means the HOME Investment Partnership Act Program pursuant to the Cranston-Gonzales National Affordable Housing Act of 1990 (42 U.S.C. Section 12705 et. seq.), as amended.

(ff) "HOME Deed of Trust" means the deed of trust securing repayment of the HOME Loan, which shall be recorded against the Property, in a form to be provided by the City.

(gg) "HOME Loan Documents" means this Agreement, the Note, the HOME Regulatory Agreement and the HOME Deed of Trust HOME.

(hh) "HOME Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants, between the City and the Developer, associated with the HOME Loan, to be recorded against the Property, in a form to be provided by the City.

(ii) "HOME Term" means the period beginning on the date of this Agreement and ending on the twentieth (20th) anniversary of the Completion Date.

(jj) "HOME Units" means the four (4) Units whose occupancy and rental charges are restricted pursuant to the HOME Regulatory Agreement.

(kk) "HUD" means the United States Department of Housing and Urban Development.

(ll) "Improvements" means the approximately four (4) units of permanent supportive housing to be constructed on specified portions of the Property, including all common areas, amenities, plans, entitlements, appurtenances, improvement easements, buildings and fixtures associated with the Property.

(mm) "Management Plan" has the meaning set forth in Section 3.7 below.

(nn) "Marketing Plan" has the meaning set forth in Section 4.11 below.

(oo) "NEPA" means the National Environmental Policy Act of 1969 ("NEPA"), as amended (42 U.S.C. Sections 4321-4347).

(pp) "Note" means the promissory note, in a form to be provided by the City that will evidence the Developer's obligation to repay the HOME Loan.

(qq) "Operating Memoranda" has the meaning given in Section 8.20 below.

(rr) "Parties" means the City and the Developer and the term Party shall refer to each of them individually.

(ss) "Property" means that certain real property located in the City of Modesto, County of Stanislaus, State of California, on which the Improvements will be constructed, as more particularly described in Exhibit B attached hereto and incorporated herein.

(tt) "Recorder" means the Office of the Stanislaus County Recorder.

(uu) "Residual Receipts" means, in a particular calendar year, the amount by which Gross Revenue (as defined above) exceeds Annual Operating Expenses (as defined above) for that calendar year.

(vv) "Section 3" means Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 1701(u).

(ww) "Senior Lender" has the meaning set forth in Section 2.5 below.

(xx) "Senior Lien" has the meaning set forth in Section 2.5 below.

(yy) "Term" means the term of this Agreement, which commences as of the date of this Agreement and, unless terminated earlier pursuant to this Agreement, ends fifty-five (55) years from the Completion Date, but in no event later than September 22, 2073 (subject to extensions agreed upon by the Parties).

(zz) "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of: (1) any rights and/or duties under this Agreement, and/or (2) any interest in the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and the Developer retains title.

(aaa) "Unit" means one (1) of the approximately four (4) supportive housing units to be constructed as part of the Development.

Section 1.2 Exhibits.

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A: Legal Description
Exhibit B: Financing Plan

ARTICLE 2
LOAN PROVISIONS

Section 2.1 Loan.

(a) Subject to satisfaction of the conditions set forth in this Article 2, as applicable, the City shall lend to the Developer the HOME Loan for the purposes set forth in Section 2.3 of this Agreement. The obligation to repay the HOME Loan shall be evidenced by the Note, in the form to be provided by the City. For the purposes of this Article 2, the HOME Loan will be disbursed in two (2) components:

(1) The "Construction Component" shall be a portion of the HOME Loan in the approximate amount of Four Hundred Eighty-six Thousand Dollars ($486,000) which shall be disbursed in accordance with the requirements of Section 2.6 below.

(2) The "Retention Component" shall be a portion of the HOME Loan in the approximate amount of Fifty-four Thousand Dollars ($54,000) or the balance of the HOME Loan, which shall be disbursed in accordance with the requirements of Section 2.7 below.

Section 2.2 Interest.

(a) Subject to the provisions of subsection (b) below, the outstanding principal balance of the HOME Loan shall bear no interest.

(b) In the event of a Default, interest on the HOME Loan shall begin to accrue, as of the date of Default, and continuing until such time as HOME Loan funds are repaid in full or the Default is cured, at the default rate of the lesser of ten percent (10%), compounded annually, or the highest rate permitted by law.

Section 2.3 Use of HOME Loan Funds.

(a) Construction Component. The Developer shall use the Construction Component funds to partially fund the construction of the Development consistent with the Final Financing Plan, and to the extent feasible, to fund the Developer Fee in accordance with the terms of this Agreement.

(b) Retention Component. The Developer shall use the Retention Component of the HOME Loan to reimburse the Developer for any construction costs associated with the construction of the Development, including to fund the Developer Fee in accordance with the terms of this Agreement.

(c) Reimbursements. No portion of the Loan shall be used to fund costs incurred more than twenty-four (24) months prior to the Effective Date or for any costs not allowed under 24 C.F.R. 92.206

(d) No Other Uses. The Developer shall not use any proceeds of the HOME Loan for any other purpose without the prior written consent of the City.

Section 2.4 Security.

The Developer shall secure its obligations to repay the HOME Loan, as evidenced by the Note, by executing the HOME Deed of Trust and recording the HOME Deed of Trust against the Property at the Close of Escrow.

Section 2.5 Subordination.

Any agreement by the City to subordinate the HOME Deed of Trust and/or HOME Regulatory Agreement to an encumbrance securing and/or evidencing Approved Financing (each such approved Final Financing Plan, a "Senior Lien"), will be subject to the satisfaction of each of the following conditions, as reasonably determined by the City:

(a) All of the proceeds of the proposed Senior Lien, less any transaction costs, must be used to provide acquisition, construction and/or permanent financing for the Development.

(b) The proposed lender (each, a "Senior Lender") must be a state or federally chartered financial institution, a nonprofit corporation or a public entity that is not affiliated with the Developer or any of the Developer's affiliates, other than as a depositor or a lender.

(c) The Developer must demonstrate to the City's reasonable satisfaction that subordination of the Property Deed of Trust is necessary to secure adequate acquisition, construction and/or permanent financing to ensure the viability of the Development, including the operation of the Development as affordable housing, as required by the HOME Loan Documents. To satisfy this requirement, the Developer must provide to the City, in addition to any other information reasonably required by the City, evidence demonstrating that the proposed amount of the Senior Lien is necessary to provide adequate acquisition, construction and/or permanent financing to ensure the viability of the Development, and adequate financing for the Development would not be available without the proposed subordination.

(d) All subordination agreements must provide the City with adequate rights to cure any defaults by the Developer, including: (1) providing the City or its successor with copies of any notices of default at substantially the same time and in the same manner as provided to the Developer; and (2) providing the City with a cure period of at least sixty (60) days to cure any default.

(e) The subordination(s) described in this Section may be effective only during the original term of the Senior Lien and any extension of its term approved in writing by the City, which approval shall not unreasonably be withheld.

(f) No subordination may limit the effect of the Property Deed of Trust before a foreclosure, nor require consent of the holder of the Senior Lien to exercise any remedies by the City under the HOME Loan Documents.

(g) Upon a determination by the City Manager that the conditions in this Section have been satisfied, the City Manager will be authorized to execute the approved subordination agreement without the necessity of any further action or approval.

(h) In the event there is a foreclosure of the Property, the HOME Regulatory Agreement shall be revived according to its original terms if, during the original HOME Regulatory Agreement term, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Development or the Property.

Section 2.6 Conditions Precedent to Disbursement of the Construction Component.

(a) The Construction Component of the HOME Loan shall be disbursed in accordance with the following provisions. The division of the HOME Loan between the Construction Component and the Retention Component may be readjusted by the City Manager on behalf of the City without the need for formal amendment of this Agreement. The City shall not be obligated to make any disbursements of the Construction Component unless the following conditions precedent are satisfied:

(1) There exists no Default by Developer nor any act, failure, omission or condition that would constitute an event of Default by Developer under this Agreement or any other project financing agreements or contracts;

(2) The Developer has delivered to the City a copy of an authorizing resolution authorizing execution of the HOME Loan Documents and the transactions contemplated by this Agreement;

(3) The Developer has acquired the Property;

(4) The Developer has executed and delivered to the City the Note evidencing the Developer's obligations under this Agreement, the HOME Deed of Trust, and the HOME Regulatory Agreement;

(5) The HOME Regulatory Agreement and the HOME Deed of Trust, have been, or concurrently with the Close of Escrow will be, recorded against the Property in a lien position approved by the City, and subject only to those liens approved by the City;

(6) The City has received and approved the Plans and Specifications;

(7) The Developer has received all Governmental Approvals and all building permits necessary to perform the Construction Work pursuant to the terms of this Agreement;

(8) The undisbursed proceeds of the HOME Loan, together with other funds that the Developer has obtained in connection with the Development, are not less than the amount provided in the Final Financing Plan;

(9) The City has received and approved a construction contract that the Developer has entered or proposed to enter for construction of the Development as required under the terms of this Agreement;

(10) A title insurer reasonably acceptable to the City is unconditionally and irrevocably committed to issuing an LP-10 2006 ALTA Lender's Policy of insurance insuring the priority of the HOME Regulatory Agreement and HOME Deed of Trust in the amount of the HOME Loan subject only to such exceptions and exclusions as may be reasonably acceptable to the City, and containing such endorsements as the City may reasonably require;

(11) All applicable federal (including all applicable requirements under the National Environmental Protection Act) and state environmental review has been completed for the Development;

(12) The Developer has furnished the City with evidence of insurance coverage meeting the requirements of this Agreement; The City has received copies of labor and material payment and performance bonds as required pursuant to the terms of this Agreement;

(13) The City has received and approved the Management Plan required pursuant to the terms of this Agreement;

(14) The Developer has obtained all permits and approvals necessary for the construction of the Improvements, as required under Section 3.5, and the City has received copies of the building permits required to construct the Improvements.

(15) The City has completed as approved all environmental reviews under NEPA, and the Developer has provided the City evidence of compliance with all approved NEPA requirements and mitigation measures;

(16) The City has received reasonable evidence that the local match requirements set forth in 24. C.F.R. Section 92.218 et seq., have been satisfied pursuant to Section 5.1 of this Agreement; and

(17) The City has received evidence from the Developer that the meets the legal and organizational characteristics described in 24 C.F.R. 92.2 and has been and continues to be annually recertified as a CHDO by the City for the entire HOME Term.

(18) The City has received a written draw request from the Developer, including certification that the condition set forth in subsection (a)(1) continues to be satisfied, and setting forth the proposed uses of funds consistent with the Final Financing Plan previously approved by the City, the amount of funds needed, and, a copy of the bill or invoice covering a cost incurred. When a disbursement is requested to pay any contractor in connection with improvements on the Property, the written request must be accompanied by: (i) certification by the Developer's architect reasonably acceptable to the City that the work for which disbursement is requested has been completed (although the City reserves the right to inspect the Property and make an independent evaluation); and (ii) conditional lien releases and/or mechanics lien title insurance endorsements reasonably acceptable to the City.

(b) Upon satisfaction of the conditions in Section 2.6(a) above, the City shall disburse the Construction Component of the HOME Loan (or so much thereof as is required) for approved cost items as further described in the Final Financing Plan, on a monthly basis.

(c) Notwithstanding any other provisions of this Agreement, the City shall have no obligation to disburse any portion of the HOME Loan to the Developer following notification by the City to the Developer of a Default by Developer under the terms of this Agreement.

Section 2.7 Conditions Precedent to Disbursement of Retention Component.

(a) The City shall not be obligated to disburse the final Fifty-Four Thousand Dollars ($54,000) of HOME Loan funds which comprise the Retention Component of the HOME Loan unless the following conditions precedents are satisfied:

(1) The City has received a completion report from the Developer setting forth the income, household size, and ethnicity of tenants of the Development and the unit size, rent amount and utility allowance for all units in the Development.

(2) The City has received a cost certification pursuant to Section 5.1 below.

(3) The City has received from the Developer copies of the final certificate of occupancy for the Development and the notice of completion has been recorded against title to the Property, or other equivalent document.

(4) The City has received from the Developer current evidence of the insurance coverage meeting the requirements of Section 3.10 below.

(5) The City has received from the Developer a form of lease, Marketing Plan and tenant selection plan for the Development.

(6) The City has received from the Developer evidence of marketing for any vacant units in the Development such as copies of flyers, list of media ads, list of agencies and organizations receiving information on availability of units, as applicable.

(7) The City has received from the Developer all relevant contract activity information, including, but not limited to evidence that the Developer has complied with the requirements in Section 4.3, Section 4.4, and Section 4.5.

(8) The City has received from the Developer contact information for the property manager of the Development and the name and phone number of the on-site property manager.

(9) The City has received from the Developer all certified payrolls, and any identified payment issues have been resolved, or the Developer is working diligently to resolve any such issues.

(10) The City has received a written draw request from the Developer, including certification that the condition set forth in subsection 2.6(a) continues to be satisfied,

and setting forth the proposed uses of funds consistent with the Final Financing Plan, and, where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. The Developer shall apply the disbursement for the purpose(s) requested.

(b) Notwithstanding any other provisions of this Agreement, the City shall have no obligation to disburse any portion of the HOME Loan to the Developer under this Section, following notification by the City to the Developer of a Default by Developer under the terms of this Agreement.

Section 2.8 Repayment of the HOME Loan.

The HOME Loan shall be repaid as follows:

(a) Annual Payments. Commencing on April 1, 2015, and on April 1 of each year thereafter, through the end of the Term of the HOME Loan, the Developer shall make repayments of the HOME Loan in the amount of the City's Share of Residual Receipts. Payment of the City's Share of Residual Receipts shall be credited first against accrued interest and then against outstanding principal, and shall be accompanied by the Developer's report of Residual Receipts (including an independent auditor's report regarding the auditor's review of Annual Operating Expenses). The Developer shall provide the City with any documentation reasonably requested by the City to substantiate the Developer's determination of Residual Receipts.

(b) Due in Full. All principal and accrued interest on the HOME Loan shall be due in full on the earliest to occur of the following: (1) the date of any Transfer not authorized by the City; (2) the date of any Default (subject to applicable notice and cure periods set forth in Section 7.1); or (3) the expiration of the Term.

(c) Right to Prepay. The Developer shall have the right to prepay the HOME Loan at any time without premium or penalty. However, this Agreement and the HOME Regulatory Agreement shall remain in effect for the entire Term regardless of any prepayment.

(d) Special Repayment From Net Proceeds. Subject to the rights of senior lenders, No later than one hundred eighty (180) days from the Completion Date; the Developer shall pay to the City one-hundred percent (100%) of the Net Proceeds of Permanent Financing, as a special repayment of the Loan. The amount of the Net Proceeds of Permanent Financing shall be calculated using the actual principal amount of the permanent loans and/or grants made to the Developer, provided that if such amount is less than the amount set forth in the Approved Financing Plan, then the Developer shall provide sufficient evidence that the permanent loan is the maximum principal amount that the Developer could secure for the Development applying the permanent lender's underwriting standards. No later than one hundred fifty (150) days following completion of construction of the Development, Developer shall submit to the City for its review a preliminary calculation of the Net Proceeds of Permanent Financing. The City shall reasonably approve or disapprove Developer's determination of the amount of the Net Proceeds of Permanent Financing in writing within thirty (30) days of receipt. If Developer's determination is disapproved by the County, Developer shall re-submit documentation to the City until the City approval is obtained.

(e) Special Repayment For Un-leased Units. As required under 24 C.F.R. 92.252, if Developer fails to lease any one of the HOME Units within eighteen (18) months of the Completion of Construction of the Development, the Developer shall pay to the City a proportionate share of the indebtedness of Developer to the City under this Agreement and the Note attributable to each of the HOME Units that has remained un-leased, together with any accrued interest thereon calculated pursuant to Section 2.2, which amount shall be immediately due and payable.

Section 2.9 Reports and Accounting of Residual Receipts.

(a) Audited Financial Statement. In connection with the annual payments required pursuant to Section 2.8, within one hundred twenty (120) days of the end of the Developer's fiscal year, the Developer shall furnish to the City an audited statement duly certified by an independent firm of certified public accountants approved by the City, setting forth in reasonable detail the computation and amount of Residual Receipts during the preceding calendar year.

(b) Books and Records. The Developer shall keep and maintain on the Property, or at its principal place of business, or elsewhere with the City's written consent, full, complete and appropriate books, records and accounts relating to the Development, including all such books, records and accounts necessary or prudent to evidence and substantiate in full detail the Developer's calculation of Residual Receipts. Books, records and accounts relating to the Developer's compliance with the terms, provisions, covenants and conditions of this Agreement shall be kept and maintained in accordance with generally accepted accounting principles consistently applied, and shall be consistent with requirements of this Agreement which provide for the calculation of Residual Receipts on a cash basis. All such books, records, and accounts shall be open to and available for inspection by the City, its auditors or other City authorized representatives at reasonable intervals during normal business hours. Copies of all tax returns and other reports that the Developer may be required to furnish any governmental agency shall at all reasonable times, and upon twenty-four (24) hours' notice, be open for inspection by the City at the place that the books, records and accounts of the Developer are kept. The Developer shall preserve records on which any statement of Residual Receipts is based for a period of not less than five (5) years after such statement is rendered, and for any period during which there is an audit undertaken pursuant to subsection (c) below then pending.

(c) Audits. The receipt by the City of any statement pursuant to this section or any payment by the Developer or acceptance by the City of any loan repayment for any period shall not bind the City as to the correctness of such statement or such payment. Within three (3) years after the receipt of any such statement, the City or any designated agent or employee of the City at any time shall be entitled to audit the Residual Receipts and all books, records, and accounts pertaining thereto. Such audit shall be conducted during normal business hours at the principal place of business of the Developer and other places where records are kept. Immediately after the completion of an audit, the City shall deliver a copy of the results of such audit to the Developer. If it shall be determined as a result of such audit that there has been a deficiency in a loan repayment to the City, then such deficiency shall become immediately due and payable with interest at the default rate set forth in this Agreement, as applicable, determined as of and accruing from the date that said payment should have been made. In addition, if the

Developer's auditor's statement for any Development fiscal year shall be found to have understated Residual Receipts by more than five percent (5%) and at least Five Thousand Dollars ($5,000), and the City is entitled to any additional HOME Loan repayment as a result of said understatement, then the Developer shall pay, in addition to the interest charges referenced hereinabove, all of the City's reasonable costs and expenses connected with any audit or review of the Developer's accounts and records.

Section 2.10 Nonrecourse.

(a) Except as provided below, upon recordation of the HOME Deed of Trust against the Affordable Parcel, the Developer shall have no direct or indirect personal liability for payment of the principal of, or interest on, the HOME Loan. Following recordation of the HOME Deed of Trust against the Affordable Parcel, the sole recourse of the City with respect to the principal of, and interest on, the Note shall be to the Property described in the HOME Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability shall:

(1) Limit or impair the enforcement against all such security for the Note of all the rights and remedies of the City thereunder;

(2) Be deemed in any way to impair the right of the City to assert the unpaid principal amount of the Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto;

(3) Be deemed in any way to limit the rights of the City to obtain specific performance by the Developer of its covenants under the HOME Loan Documents, other than the covenants to pay the City principal and interest due under the Note; or

(b) The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Note; nothing contained herein is intended to relieve the Developer of its obligation to indemnify the City under this Agreement, or liability for:

(1) Fraud or willful misrepresentation by the Developer;

(2) The failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the HOME Deed of Trust (to the full extent of such taxes, assessments or other charges);

(3) The fair market value of any personal property or fixtures removed or disposed of by the Developer other than in accordance with the HOME Deed of Trust; and/or

(4) The misappropriation of any proceeds by the Developer under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Development.

ARTICLE 3
PREDEVELOPMENT REQUIREMENTS

Section 3.1 Predevelopment Requirements.

The tasks described below shall be completed by the Developer no later than the dates set forth in this Article 3, subject to Force Majeure. The dates set forth herein may be modified by Operating Memoranda executed by the Developer and by the City Manager on behalf of the City without formal amendment of this Agreement.

Section 3.2 Final Financing Plan.

(a) As a condition precedent to the first Construction Component draw, the Developer shall have submitted and received approval from the City for any updates to the a "Final Financing Plan" attached hereto as Exhibit C.:

(1) An updated "sources and uses" breakdown of the costs of purchasing the Property and constructing the Improvements, and an updated operating proforma for the Development. Such updated sources and uses breakdown shall reflect the Developer's then current expectations for funding sources and development costs and may be in a form substantially similar to the most recently revised approved Financing Proposal, or in such other form as is mutually agreed upon by the Parties. The sources and uses breakdown shall include a project budget, detail the proposed uses of the HOME Loan funds to be disbursed to the Developer, and include a disbursement schedule identifying the source of funds and the timing of disbursement;

(2) An operating proforma for the first thirty (30) years of operation of the Development including funding for the provision of resident services. If the Development does not have a rental subsidy committed, the Final Financing Plan shall demonstrate that the target population can pay the proposed rents;

(3) Copies of all required funding commitments for performing the Construction Work consistent with the Final Financing Plan, including approval of the Bond Loan lender, and a preliminary tax credit reservation and an executed commitment letter from a tax credit equity investor acceptable to the City. The funding for the Construction Work shall include, but not be limited to, the following: (i) HOME Loan; (ii) MHSA Loan funds from the County of Stanislaus; and (iii) any other private and public funds that may become available; and

(4) Any other information that is reasonably necessary to the City in determining that the Developer has the financial capability to pay all costs of completing the Construction Work in accordance with the requirements of this Agreement.

(b) The City shall review the Final Financing Plan to determine if, in the City's reasonable judgment, the Developer has the financial capability (taking into account all committed funds), to pay all realistically established costs of constructing and operating the Development. The City shall review the Final Financing Plan and shall either approve or disapprove the Final Financing Plan in writing within fifteen (15) days of receipt. If disapproved, the City shall give specific reasons in writing for disapproval and the required

revisions to the previously submitted Final Financing Plan. If the Final Financing Plan is disapproved, the Developer shall resubmit, a revised Final Financing Plan within fifteen (15) days of notification of disapproval. The City shall either approve or disapprove the submitted revised Final Financing Plan within fifteen (15) days of the date such revised Final Financing Plan is received by the City.

(c) The Developer shall submit any material revision to an approved Final Financing Plan to the City for its review and approval. Any proposed revisions to Final Financing Plan shall be considered and approved or disapproved by the City in the same manner and according to the same timeframe set forth above for the Final Financing Plan. Until a revised Final Financing Plan is approved by the City, the previously approved Final Financing Plan shall govern the financing of the Development.

(d) The Developer acknowledges that execution of this Agreement by the City does not constitute a commitment by the City to provide any additional financial assistance to the Developer and in no way limits the discretion of the City to determine any future assistance amounts.

Section 3.3 Relocation Plan.

(a) If and to the extent that financing, acquisition, and construction of the Development results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, then the Developer shall comply with all applicable local, state, and federal statutes and regulations, (including without limitation California Government Code Section 7260 et seq., and accompanying regulations) with respect to relocation planning, advisory assistance, and payment of monetary benefits. The Developer shall be solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws.

(b) To the extent applicable, the Developer shall defend (with counsel reasonably acceptable to the City), the City against any claim for damages, compensation, fines, penalties, relocation payments or other amounts arising out of the failure or alleged failure of any person or entity (including the Developer or the City) to satisfy relocation obligations related to the acquisition and construction of the Development. The terms of this Section shall survive the repayment of the HOME Loan, the reconveyance of the Property Deed of Trust and the expiration of the Term.

Section 3.4 Plans and Specifications.

(a) No later than six (6) months from the Effective Date of this Agreement, the Developer shall submit to the City the plans and specifications for the construction of the Development, including all construction documentation upon which the Developer and the Developer's contractor shall rely in performing the Construction Work , including, but not necessarily limited to, final architectural drawings, landscaping plans and specifications, final elevations, building plans and specifications (also known as "working drawings") (collectively the "Plans and Specifications").

(b) The Developer acknowledges that the execution of this Agreement by the City does not constitute approval by the City of the Plans and Specifications and in no way limits the discretion of the City in reviewing and making decisions regarding any discretionary or other permits required for the Development.

Section 3.5 Applicable Governmental Approvals.

(a) Promptly following the City approval of the Approved Plans and Specifications, the Developer shall apply for the Applicable Governmental Approvals necessary for performance of the Construction Work in accordance with the Approved Plans and Specifications and in the manner contemplated by the HOME Loan Documents.

(b) The Developer acknowledges that execution of this Agreement by the City does not constitute approval by the City of any required Applicable Governmental Approvals and in no way limits the discretion of the City in the permit, allocation and approval process.

Section 3.6 Other Financing. All other financing necessary to construct the Development, as required and approved by the City in the Final Financing Plan, shall be closed by the Developer prior to, or simultaneously with the funding of the Construction Component. The Developer shall also submit to the City evidence reasonably satisfactory to the City that any conditions to the release or expenditure of funds described in the Final Financing Plan as the sources of funds to pay the costs of constructing the Development have been met or will be met subject to the Developer's satisfaction of standard disbursement preconditions required to be satisfied on a periodic basis, for construction of the Development. Submission by the Developer, and approval by the City, of such evidence of funds availability shall be a condition precedent to the City's obligation to disburse the Construction Component.

Section 3.7 Management Plan.

(a) As a condition precedent to the first Construction Component draw request under the HOME Loan, the Developer shall submit to the City for review, a proposed management and marketing plan (the "Management Plan") for the leasing and operation of the Development.

(b) The City shall review the Management Plan and either reasonably approve or disapprove the Management Plan within fifteen (15) days after receipt. Any disapproval shall state in writing the specific reasons for the disapproval and specify in reasonable detail all of the changes the City requests be made in order to obtain approval. The Developer shall thereafter submit the revised Management Plan within fifteen (15) days of notification of disapproval. The City shall either approve or disapprove the submitted revised Management Plan within fifteen (15) days of the date such revised Management Plan is received by the City, and shall approve the revised Management Plan if the requested changes have been made.

Section 3.8 Construction Contract.

(a) As a condition precedent to the first Construction Component draw request under the HOME Loan the Developer shall submit to the City for its approval the

proposed construction contract for the Development. All construction work and professional services shall be performed by persons or entities licensed or otherwise authorized to perform the applicable construction work or service in the State of California. Each contract that the Developer enters for construction of the Development shall provide that at least ten percent (10%) of the costs incurred shall be payable only upon completion of construction, subject to early release of retention for specified subcontractors upon approval by the City. The City's approval of the construction contract shall in no way be deemed to constitute approval of or concurrence with any term or condition of the construction contract except as such term or condition may be required by this Agreement.

(b) The Developer shall submit the proposed Construction Contract with sufficient time for the City to review and approve such contracts. Upon receipt by the City of the proposed construction contract, the City shall promptly review same and approve or disapprove it within ten (10) working days. If the construction contract is not approved by the City, the City shall set forth in writing and notify the Developer of the City's reasons for withholding such approval. The Developer shall thereafter submit a revised construction contract for City approval, which approval shall be granted or denied in ten (10) working days in accordance with the procedures set forth above. Any construction contract executed by the Developer for the Development shall be in the form approved by the City.

Section 3.9 Building Permit Issued.

Not less than forty-five (45) days prior to the Commencement of Construction and as a condition precedent to the first Construction Component draw request under the HOME Loan, the Developer shall exercise diligent good faith efforts to obtain the building permit for the Construction Work. Upon delivery of evidence of receipt of such permit to the City this condition shall be considered satisfied.

Section 3.10 Insurance.

As a condition precedent to the initial draw request under the HOME Loan, the Developer shall submit to the City "Evidence of Insurance Coverage" meeting the general requirements set forth in Section 5.14 below. The City shall review and reasonably approve or disapprove of the Evidence of Insurance Coverage not less than ten (10) days after submission of complete information in the form required by the City. If the City disapproves the Evidence of Insurance coverage, it shall specify in writing the reasons for such disapproval. The Developer shall resubmit the information required within ten (10) days of the notification of disapproval. The City shall either approve or disapprove the submitted revised evidence of insurance within ten (10) days of the date such revised information is received by the City. No work shall be initiated on the Development prior to receipt of City's approval.

Section 3.11 Performance and Payment Bonds.

(a) As a condition precedent to the first Construction Component draw request under the HOME Loan, the Developer shall deliver to the City copies the Construction Bonds, which shall:

(1) be in a form reasonably acceptably to the City;

(2) be issued by a surety licensed to do business in California and reasonably acceptable to the City; and

(3) name the City as a co-obligee.

(b) The City shall either reasonably approve or disapprove the submitted proposed Construction Bonds within fifteen (15) days from the date the City receives the Construction Bonds. If the proposed Construction Bonds are not approved by the City, then the City shall notify the Developer in writing of the reasons for disapproval and the required revisions to the previously submitted Construction Bonds. The Developer shall thereafter submit revised proposed Construction Bonds within fifteen (15) days of the notification of disapproval. The City shall either approve or disapprove the submitted revised Construction Bonds within fifteen (15) days of the date such revised Construction Bonds are received by the City. The City shall approve the initial or revised Construction Bonds if they meet the standards set forth in Subsection (a) above.

Section 3.12 Evidence of Availability of Funds.

As a condition precedent to the first Construction Component draw request under the HOME Loan, the Developer shall submit to the City evidence reasonably satisfactory to the City that any conditions to release or expend funds described in the approved Final Financing Plan for the purpose of paying the costs of the Construction Work have been satisfied or will be satisfied at the time of Commencement of Construction Work. The City shall either reasonably approve or disapprove the submitted information within fifteen (15) days from the date the City receives the information.

ARTICLE 4
CONSTRUCTION OF THE AFFORDABLE DEVELOPMENT

Section 4.1 Commencement of Construction Work.

The Developer shall cause the Commencement of the Construction Work in a manner consistent with the Approved Plans and Specifications and all applicable Governmental Approvals no later than twelve (12) months from the effective date of this Agreement, subject to extensions pursuant to Section 8.15 below.

Section 4.2 Completion of Construction Work.

The Developer shall diligently complete the Construction Work in a manner consistent with the Approved Plans and Specifications and shall cause Completion of Construction of the Development, as evidenced by issuance of a certificate of occupancy, to occur no later than two years from the commencement of construction pursuant to Section 4.1, subject to extensions pursuant to Section 8.15 below.

Section 4.3 Performance of Work Pursuant to Plans and Laws; Prevailing Wages.

(a) Changes. The Developer shall complete the Construction Work in conformance with the Approved Plans and Specifications. The Developer shall notify the City in a timely manner of any changes in the work required to be performed under this Agreement, including any additions, changes, or deletions to the Approved Plans and Specifications. A written change order authorized by the City must be obtained before any of the following changes, additions, or deletions in the Construction Work may be performed: (1) any change in the Construction Work the cost of which exceeds Twenty-Five Thousand Dollars ($25,000); or (2) any set of changes in the Construction Work the cost of which cumulatively exceeds Fifty Thousand Dollars ($50,000); or (3) any material change in building materials or equipment, specifications, or the structural or architectural design or appearance of the Development as provided for in the Approved Plans and Specifications. City consent to any additions, changes, or deletions to the work (collectively, "Changes") shall not relieve or release the Developer from any other obligations under this Agreement, or relieve or release the Developer or its surety from any surety bond. City consent to any Changes does not relieve the Developer from any requirements to receive approval from the City for such Changes. The City shall utilize best efforts to approve or disapprove change orders within five (5) working days of receipt of a request for approval.

(b) Compliance with Laws. The Developer shall cause all Construction Work performed in connection with the Development to be performed in compliance with: (1) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, including (without limitation and to the extent applicable) the prevailing wage provisions of the federal Davis-Bacon Act and implementing rules and regulations, if applicable (as further discussed in subsection (c) below), and state prevailing wages pursuant to Labor Code Section 1770 et seq., and the regulations pursuant thereto, as further set forth in subsection (d) below; (2) the property standards set out in 24 C.F.R. Section 5.701 et. seq., and 24 C.F.R. Section 92.251; and (3) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The work shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and the Developer shall be responsible to the agency for the procurement and maintenance thereof, as may be required of the Developer and all entities engaged in work on the Development.

(c) Davis Bacon. To the extent required by law, the Developer shall cause construction of the Development to be in compliance with the prevailing wage requirements of the federal Davis-Bacon Act (40 U.S.C. Sections 3141-3148). Because, as will be provided in the HOME Regulatory Agreement, only four (4) units in the Development are HOME Units, it is the understanding of the City and the Developer that the construction of the Development is exempt from the prevailing wage requirements of the Davis-Bacon Act, pursuant to 24 CFR 92.354(a)(2). If it is determined by HUD or a court of law that Davis-Bacon wages were required to be paid, the Developer shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) the City, its councilmembers, officers, employees, agents, successors and assigns, against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including the

Developer, its contractor and subcontractors) to pay prevailing wages as determined pursuant to the prevailing wage provisions of the federal Davis-Bacon Act and implementing rules and regulations in connection with the rehabilitation of the Development or any other work undertaken or in connection with the Property. The requirements in this subsection shall survive termination of this Agreement, repayment of the Loan and the reconveyance of the Deed of Trust

(d) State Prevailing Wages. To the extent required by law, the Developer shall pay and shall cause the contractor and subcontractors to pay prevailing wages in connection with the Construction Work, as those wages are determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices as required by Labor Code Sections 1777.5 et seq., and the implementing regulations of the Department of Industrial Relations (the "DIR"). In addition, as applicable, the Developer shall cause its respective contractors and subcontractors to do all the following: (i) all calls for bids, bidding materials and the construction contract documents for the Development must specify that (A) no contractor or subcontractor may be listed on a bid proposal nor be awarded a contract for the Development unless registered with the DIR pursuant to Labor Code Section 1725.5 , and (B) the Development is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"); (ii) the Developer is required to provide the City all information required by Labor Code Section 1773.3 as set forth in the DIR's online form PWC-100 within 2 days of the award of the contract (https://www.dir.ca.gov/pwc100ext/); (iii) the Developer shall cause its respective contractors to post job site notices, as prescribed by regulation by the DIR; (iv) the Developer shall cause its respective contractors to furnish payroll records required by Labor Code Section 1776 directly to the Labor Commissioner, at least monthly in the electronic format prescribed by the Labor Commissioner. The Developer shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) the City its councilmembers, officers, employees, agents, successors and assigns, against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including the Developer, its contractor and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., and implementing regulations of the DIR or to comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and the implementing regulations of the DIR in connection with the Construction Work or any other work undertaken or in connection with the Development. The requirements in this subsection shall survive the repayment of the HOME Loan, and the reconveyance of the HOME Deed of Trust.

(e) Accessibility Requirements. The Developer shall construct the Development to comply with all applicable federal and state disabled persons accessibility requirements including but not limited to the Federal Fair Housing Act, Section 504 of the Construction Act of 1973, Title II and/or Title III of the Americans with Disabilities Act of 1990, Title 24 of the California Code of Regulations and the Uniform Federal Accessibility Standards (UFAS). In compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794, et seq.), a minimum of five percent (5%) of all Units shall be constructed to be fully accessible to households with a mobility impaired member and an additional two percent (2%) of all Units shall be fully accessible to hearing and/or visually impaired persons.

Section 4.4 Equal Opportunity.

During the performance of the Construction Work there shall be no discrimination on the basis of race, color, creed, religion, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, military and veteran status, or disability in the hiring, firing, promoting, or demoting of any person engaged in the Construction Work .

Section 4.5 Minority and Women-Owned Contractors.

Developer shall use its best efforts to afford minority-owned and women-owned business enterprises the maximum practicable opportunity to participate in the construction of the Development. Developer shall, at a minimum, notify applicable minority-owned and women-owned business firms located in Stanislaus County of bid opportunities for the construction of the Development. Documentation of such notifications must be maintained by Developer and available to the County as requested.

Section 4.6 Progress Reports; Amended Final Financing Plan.

From the date of execution of this Agreement and continuing until Completion of Construction, the Developer shall provide the City with quarterly progress reports regarding the status of the Construction Work, including a certification that the actual construction costs to date conform to the Final Financing Plan. The Developer shall submit any required amendments to the Final Financing Plan to the City for approval within fifteen (15) days of the date the Developer receives information indicating that actual costs of the Development vary or will vary from the costs shown on the Final Financing Plan. Written consent of the City shall be required to amend the Final Financing Plan.

Section 4.7 Construction Responsibilities.

(a) It shall be the responsibility of the Developer to coordinate and schedule the work to be performed so that Commencement of Construction and Completion of Construction will take place in accordance with this Agreement.

(b) The Developer shall be solely responsible for all aspects of the Developer's conduct in connection with the Development, including (but not limited to) the quality and suitability of the Construction Work, the supervision of Construction Work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by the City with reference to the Development is solely for the purpose of determining whether the Developer is properly discharging its obligations to the City, and should not be relied upon by the Developer or by any third parties as a warranty or representation by the City as to the quality of the design or construction of the Development and does not relieve the Developer, or its consultants, from any applicable requirement to obtain City approval and/or inspections.

Section 4.8 Mechanics Liens, Stop Notices, and Notices of Completion.

(a) If any claim of lien is filed against the Property or the Improvements or a stop notice affecting the HOME Loan is served on the City or any other lender or other third party in connection with the Construction Work, then the Developer shall, within fifteen (15) days after such filing or service give notice to the City of the claim of lien, and within thirty (30) days either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the City a surety bond from a surety acceptable to the City in sufficient form and amount, or provide the City with other assurance satisfactory to the City that the claim of lien or stop notice will be paid or discharged.

(b) If the Developer fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section, then in addition to any other right or remedy, the City may (but shall be under no obligation to) discharge such lien, encumbrance, charge, or claim at the Developer's expense. Alternately, the City may require the Developer to immediately deposit with the City the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The City may use such deposit to satisfy any claim or lien that is adversely determined against the Developer.

(c) The Developer shall file a valid notice of cessation or notice of completion upon cessation of construction of the Development for a continuous period of thirty (30) days or more, and take all other reasonable steps to forestall the assertion of claims of lien against the Property and/or Improvements. The Developer authorizes the City, but without any obligation to the City, to record any notices of completion or cessation of labor, or any other notice that the City deems necessary or desirable to protect its interest in the Development. The Developer agrees and acknowledges that the City must conduct on-site inspections, consistent with the requirements of 24 C.F.R. 92.504(d), to determine compliance with the property standards set forth in 24 C.F.R. 92.251, at least once every three(3) years after the completion of construction of the Development.

Section 4.9 Inspections.

(a) The Developer shall permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection at the Development by the City and by public authorities during reasonable business hours for the purposes of determining compliance with this Agreement. Such inspections do not relieve the Developer, or its contractors, from any applicable requirement to obtain City inspections in connection with the construction of the Development.

(b) After the completion of an inspection the City shall deliver a copy of the inspection report to the Developer. If the City determines as a result of such inspection that there are any life-threatening health and safety related deficiencies, Developer has the obligation to correct such deficiencies immediately, in accordance with 24 C.F.R 92.251. If the City determines as a result of the inspection that there are any deficiencies for any of the inspectable items in the Development, the Developer shall correct such deficiencies within fifteen (15) days from the delivery of the inspection report or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Developer must begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible. In addition, the Developer acknowledges that the City may re-inspect the Development to verify all

deficiencies have been corrected or rely on third party documentation submitted by the Developer for non-hazardous deficiencies in conformance with 24 C.F.R. 92.504(d)

Section 4.10 Developer Fee.

In no event shall developer fees paid to any entity for development services rendered, including administrative fees and costs in connection with the Development and deferred developer fees exceed the lesser of: (i) the maximum amount that is permitted by HCD, and; (ii) the amount approved in the Final Financing Plan.

Section 4.11 Marketing Plan.

(a) No later than six (6) months prior to the projected date of the completion of the Development, the Developer shall submit to the City for approval its plan for marketing the Development to income-eligible households as required pursuant to the HOME Regulatory Agreement, including information on affirmative marketing efforts and compliance with fair housing laws, including but not limited to the information required under 24 C.F.R. Section 92.351(a) (the "Marketing Plan").

(b) Upon receipt of the Marketing Plan, the City shall promptly review the Marketing Plan and shall approve or disapprove the Marketing Plan within fifteen (15) days after submission. If the Marketing Plan is not approved, the Developer shall submit a revised Marketing Plan within fifteen (15) days. If the City does not approve the revised Marketing Plan, the Developer shall be in default hereunder.

(c) If after five (5) months after the Completion of Construction any HOME Unit remains unoccupied, the Developer shall submit a detail report of the ongoing marketing efforts, and if deemed appropriate by the City, any necessary amendments or updates to the Marketing Plan aimed at ensuring any unoccupied HOME Unit is promptly leased. If any of the HOME Units remain unoccupied eleven (11) months after the Completion of Construction, the Developer shall submit a detailed report of the ongoing marketing efforts and submit to the City an update to the Marketing Plan. Failure to lease all of the HOME Units to an eligible tenant within eighteen (18) months of Completion of Construction shall trigger the special repayment pursuant to Section 2.7.

ARTICLE 5
LOAN REQUIREMENTS

Section 5.1 Match Requirement.

The Developer shall ensure that the HOME Loan is matched with a minimum of 25% of the loan amount which is equal to One Hundred Thirty-five Thousand Dollars ($135,000), in other, non-federal sources, pursuant to and eligible under 24 CFR 92.220.

Section 5.2 Financial Accountings and Post-Completion Audits.

The Developer shall provide to City a financial accounting of all sources and uses of funds for the Construction Work. No later than one hundred fifty (150) calendar days following

completion of Construction Work, the Developer shall submit a cost certification prepared by the Developer's accountants showing the sources and uses of all funds utilized for the Development, as well as a copy of all documents that the Developer is required to submit to TCAC as part of the final feasibility and cost reasonableness analysis.

Section 5.3 Annual Operating Budget.

At the beginning of each fiscal year of the Term, the Developer shall provide to the City an annual budget for the operation of the Development. Unless rejected by the City in writing within fifteen (15) days after receipt of the budget, said budget shall be deemed accepted. If rejected by the City in whole or in part, the Developer shall submit a new or corrected budget within thirty (30) calendar days of notification of the City's rejection and the reasons therefore. The provisions of this Section relating to time periods for resubmission of new or corrected budgets shall continue to apply until such budget has been approved by the City.

Section 5.4 Information.

The Developer shall provide all information reasonably requested by the City in connection with the Construction Work and the operation of the Development, including but not limited to any information required by HUD in connection with the Developer's use of the HOME Loan funds.

Section 5.5 Records.

(a) The Developer shall keep and maintain at the Development, or elsewhere with the City's written consent, full, complete and appropriate books, records and accounts relating to the Development, including all such books, records and accounts necessary or prudent to evidence and substantiate in full detail Developer's compliance with the terms and provisions of this Agreement. Books, records and accounts relating to Developer's compliance with the terms, provisions, covenants and conditions of this Agreement shall be kept and maintained in accordance with generally accepted accounting principles consistently applied, and shall be consistent with requirements of this Agreement. All such books, records, and accounts shall be open to and available for inspection and copying by HUD, the City, its auditors or other authorized representatives at reasonable intervals during normal business hours. Copies of all tax returns and other reports that Developer may be required to furnish to any governmental agency shall at all reasonable times be open for inspection by the City at the place that the books, records and accounts of the Developer are kept. The Developer shall preserve such records for a period of not fewer than five (5) years after the creation of such records in compliance with all HUD records and accounting requirements. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the Loan is pending at the end of the record retention period stated herein, then the Developer shall retain such records until such action and all related issues are resolved. Such records shall include all invoices, receipts, and other documents related to expenditures from the Loan funds. Records must be kept accurate and current and in such a form as to allow the City to comply with the applicable recordkeeping requirements contained in 24 C.F.R. Section 92.508. Such records shall include but not be limited to:

(1) Records providing a full description of the activities undertaken with the use of the Loan funds;

(2) Records demonstrating compliance with the HUD property standards and lead-based paint requirements, including, as applicable, the Uniform Physical Conditions Standards established by HUD pursuant to 24 C.F.R. 5.703;

(3) Records demonstrating compliance with the Tenant Selection Plan requirements pursuant to 24 C.F.R. 92.253(d);

(4) Records demonstrating compliance with the affordability and income requirements for tenants and HOME affordability and income requirements;

(5) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing;

(6) Records demonstrating compliance with applicable relocation requirements which must be retained for at least five (5) years after the date by which persons displaced from the property have received final payments;

(7) Records demonstrating compliance with MBE/WBE requirements;

(8) Records demonstrating that tenant leases comply with the HOME Requirements;

(9) Records demonstrating compliance with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, and labor requirements, including certified payrolls from the Developer's general contractor (and any subcontractor) evidencing that applicable prevailing wages have been paid;

(10) Financial records as required by 24 C.F.R. Section 92.505, and OMB Circular A-110.

(b) The City shall notify Developer of any records it deems insufficient. Developer shall have fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the City in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Developer shall begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

Section 5.6 Audits.

(a) Each year, the Developer shall provide the City with a copy of the Developer's annual audit, which shall include information on all of the Developer's activities and not just those pertaining to the Development, and shall submit all other financial information reasonably requested by the City determined by the City as necessary for compliance with the requirements of 24 C.F.R 504(d). Developer shall also follow audit requirements of the Single Audit Act and OMB Circulars A-122 and 110.

(b) In addition, the City or any designated agent or employee of the City at any time shall be entitled to audit all of Developer's books, records, and accounts pertaining thereto. Such audit shall be conducted during normal business hours at the principal place of business of Developer and other places where records are kept. Immediately after the completion of an audit, the City shall deliver a copy of the results of such audit to Developer.

Section 5.7 HOME Requirements.

(a) The Developer shall comply with all applicable laws and regulations governing the use of the HOME funds as set forth in 24 C.F.R. Part 92, including but not limited to the requirements of the HOME Regulatory Agreement. In the event of any conflict between this Agreement and applicable laws and regulations governing the use of the HOME Loan funds, the applicable laws and regulations shall govern. During the HOME Term, these requirements shall be federal requirements, implemented by the City; thereafter, these requirements shall be deemed local City requirements.

(b) The laws and regulations governing the use of the HOME Loan funds include (but are not limited to) the following:

(1) Eligible Project Costs. Restrictions on funding only eligible project costs as defined under 24 C.F.R. 92.206.

(2) Environmental and Historic Preservation. 24 C.F.R. Part 50 and 24 C.F.R. Part 58, which prescribes procedures for compliance with the National Environmental Policy Act of 1969 (42 U.S.C. Sections 4321-4361), and the additional laws and authorities listed at 24 C.F.R. Section 58.5.

(3) Applicability of OMB Circulars. The applicable policies, guidelines, and requirements of OMB Circulars Nos. A-87, A-102, Revised, A-110, A-122, and A-133.

(4) Debarred, Suspended or Ineligible Contractors. The prohibition on the use of debarred, suspended, or ineligible contractors and subcontractors set forth in 24 C.F.R. Part 24, including maintenance of all appropriate records for compliance thereof.

(5) Civil Rights, Housing and Community Development, and Age Discrimination Acts. The Fair Housing Act (42 U.S.C. Section 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794, et seq.); the Age Discrimination Act of 1975 (42 U.S.C. Section 6101, et seq.); Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 C.F.R. Part 107; Executive Order 11246 as amended by Executive Orders 11375, 12086, 11478, 12107; Executive Order 11625 as amended by Executive Order 12007; Executive Order 12432; Executive Order 12138 as amended by Executive Order 12608.

(6) Lead-Based Paint. The requirement of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. Section 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. Section 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35.

(7) Relocation. The requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601, et seq.) and implementing regulations at 49 C.F.R. Part 24; 24 C.F.R. 570.606, Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. Part 42; 24 C.F.R. Section 92.353; and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Section 6000 et seq. If and to the extent that construction of the Development results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, then the Developer shall comply with all applicable local, state, and federal statutes and regulations with respect to relocation planning, advisory assistance, and payment of monetary benefits. The Developer shall prepare and submit a relocation plan to the City for approval. The Developer shall be solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws. The Developer shall indemnify, defend (with counsel reasonably chosen by the City), and hold harmless the City, its councilmembers, officers, employees, agents, successors and assigns, against all claims which arise out of relocation obligations to residential tenants, homeowners, or businesses permanently or temporarily displaced by the Development.

(8) Discrimination against the Disabled. The requirements of the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100, the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794), and federal regulations issued pursuant thereto, which prohibit discrimination against the disabled in any federally assisted program, the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. Sections 4151-4157) and the applicable requirements of Title II and/or Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12131 et seq.), and federal regulations issued pursuant thereto.

(9) Clean Air and Water Acts. The Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 1500, as amended from time to time.

(10) Uniform Administrative Requirements. The requirements of 24 C.F.R. Section 92.505 regarding cost and auditing requirements.

(11) Training Opportunities. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"), requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the areas of the project. The Developer agrees to include the following language in all subcontracts executed under this Agreement:

(i) The work to be performed under this contract is subject to the requirements of Section 3. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(ii) The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 C.F.R. Part 135 regulations.

(iii) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause; and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(iv) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

(v) The contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the contractor is selected but before the contract is executed; and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.

(vi) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(vii) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. Section 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (1) preference and opportunities for training and employment shall be given to Indians, and (2) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and

Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

(12) Labor Standards. The Developer shall comply with applicable labor requirements set forth in 24 C.F.R. Section 92.354: the prevailing wage requirements of the Davis-Bacon Act and implementing rules and regulations (40 U.S.C. Sections 3141-3148); the Copeland "Anti-Kickback" Act (40 U.S.C. Section 276(c)) which requires that workers be paid at least once a week without any deductions or rebates except permissible deductions; the Contract Work Hours and Safety Standards Act – CWHSSA (40 U.S.C. Sections 3701-3708) which requires that workers receive "overtime" compensation at a rate of 1-1/2 times their regular hourly wage after they have worked forty (40) hours in one (1) week; and Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended. Because, as provided in the HOME Regulatory Agreement, only four (4) units in the Development are HOME Units, it is the understanding of the City and the Developer that the construction of the Development is exempt from the prevailing wage requirements of the Davis-Bacon Act, pursuant to 24 CFR 92.354(a)(2).

(13) Drug Free Workplace. The requirements of the Drug Free Workplace Act of 1988 (P.L. 100-690) and implementing regulations at 24 C.F.R. Part 24.

(14) Anti-Lobbying; Disclosure Requirements. The disclosure requirements and prohibitions of 31 U.S.C. Section 1352 and implementing regulations at 24 C.F.R. Part 87.

(15) Historic Preservation. The historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. Section 470) and the procedures set forth in 36 C.F.R. Part 800. If archeological, cultural, or historic period resources are discovered during rehabilitation, all rehabilitation work must come to a halt and the Developer shall immediately notify the City. The Developer shall not shall alter or move the discovered material(s) until all appropriate procedures for "post-review discoveries" set forth in Section 106 of the National Historic Preservation Act have taken place, which include, but are not limited to, consultation with the California State Historic Preservation Officer and evaluation of the discovered material(s) by a qualified professional archeologist.

(16) Flood Disaster Protection. The requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) (the "Flood Act"). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of the Flood Act, for use in an area identified by HUD as having special flood hazards which is not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of the Flood Act. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program is subject to the mandatory purchase of flood insurance requirements of Section 102(a) of the Flood Act. If the Property is located in an area identified by HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., the property owner and its successors or assigns must obtain and maintain, during the ownership of the Property, such flood insurance as required with

respect to financial assistance for acquisition or construction purposes under Section 102(s) of the Flood Act. Such provisions are required notwithstanding the fact that the construction on the Property is not itself funded with assistance provided under this Agreement.

(17) Faith Based Activities. If the Developer is a religious organization, as defined by the HOME requirements, the Developer shall comply with all conditions prescribed by HUD for the use of HOME Funds by religious organizations, including the First Amendment of the United States Constitution regarding church/state principles and the applicable constitutional prohibitions set forth in 24 C.F.R. 92.257.

(18) Physical Needs Assessment. The Developer shall conduct, or caused to be conducted, a physical needs assessment on the Development once every five (5) years from the date that construction of the Development is completed. The Developer shall comply with all HUD requirements for conducting and documenting the physical needs assessment and shall provide the City with a copy of all documentation related to each physical needs assessment conducted, or caused to be conducted, by the Developer.

(19) HUD Regulations. Any other HUD regulations present or as may be amended, added, or waived in the future pertaining to the Loan funds, including but not limited to HUD regulations as may be promulgated regarding subrecipients.

Section 5.8 Hazardous Materials.

(a) Upon acquisition of the Property, the Developer shall keep and maintain the Development in compliance with, and shall not cause or permit the Development to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under, or about the Development including, but not limited to, soil and ground water conditions. The Developer shall not use, generate, manufacture, store or dispose of, on, under, or about the Development or transport to or from the Development any Hazardous Materials except those materials as may be used in the construction and operation of the Development, or customarily kept and used in and about residential property of this type.

(b) The Developer shall immediately advise the City in writing: (1) any time the Developer receives written notice of any Hazardous Materials Claims, and (2) if the Developer discovers of any occurrence or condition on any real property adjoining or in the vicinity of the Development that could cause the Development or any part thereof to be classified as "border-zone property" under the provision of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Development under any Hazardous Materials Law.

(c) The City shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by the Developer. The Developer shall indemnify and hold harmless the City and its council members, directors, officers, employees, agents, successors and assigns, from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation,

storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Development (including asbestos) including without limitation: (1) all foreseeable consequential damages; (2) the costs of any required or necessary repair, cleanup or detoxification of the Development and the preparation and implementation of any closure, remedial or other required plans; and (3) all reasonable costs and expenses incurred by the City in connection with clauses (1) and (2), including but not limited to reasonable attorneys' fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property, (2) loss or restriction of use of rentable space on the Property, (3) adverse effect on the marketing of any rental space on the Property, and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify shall survive termination of this Agreement.

(d) Without the City's prior written consent, which shall not be unreasonably withheld, the Developer shall not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Development, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in the City's reasonable judgment, impair the value of the City's security hereunder; provided, however, that the City's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Development either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain the City's consent before taking such action, provided that in such event the Developer shall notify the City as soon as practicable of any action so taken. The City agrees not to withhold its consent, where such consent is required hereunder, if either: (1) a particular remedial action is ordered by a court of competent jurisdiction; (2) the Developer will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (3) the Developer establishes to the reasonable satisfaction of the City that there is no reasonable alternative to such remedial action which would result in less impairment of the City's security hereunder; or (4) the action has been agreed to by the City.

(e) The Developer hereby acknowledges and agrees that: (1) this Section is intended as the City's written request for information (and the Developer's response) concerning the environmental condition of the Development as required by California Code of Civil Procedure Section 726.5; and (2) each representation and warranty in this Agreement (together with any indemnity obligation applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Development is intended by the Parties to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

(f) In the event that any portion of the Development is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the City's or the trustee's rights and remedies under the Property Deed of Trust, the City may elect to

exercise its rights under California Code of Civil Procedure Section 726.5(a) to: (1) waive its lien on such environmentally impaired or affected portion of the Development; and (2) exercise: (i) the rights and remedies of an unsecured creditor, including reduction of its claim against the Developer to judgment; and (ii) any other rights and remedies permitted by law. For purposes of determining the City right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Developer shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of Hazardous Materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Development and the Developer knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the City in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Development is environmentally impaired, plus interest thereon at the lesser of ten percent (10%) or the maximum rate permitted by law, until paid, shall be added to the indebtedness secured by the Property Deed of Trust and shall be due and payable to the City upon its demand made at any time following the conclusion of such action.

(g) The Developer hereby indemnifies the City and its council members, directors, officers, employees, agents, successors and assigns for any and all liability resulting from or related to the presence of any Hazardous Materials on the Property.

Section 5.9 Maintenance and Damage.

(a) During the course of operation of the Development, the Developer shall maintain the Development in good repair and in a neat, clean and orderly condition. If there arises a condition in contravention of this requirement, and if the Developer has not cured such condition within thirty (30) days after receiving a notice from the City of such a condition, then in addition to any other rights available to the City, the City shall have the right to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Property.

(b) Subject to the requirements of senior lenders, and if economically feasible in the City's reasonable judgment after consultation with the Developer, if any improvement now or in the future on the Property is damaged or destroyed, then the Developer shall, at its cost and expense, diligently undertake to repair or restore such improvement consistent with the plans and specifications approved by the City with such changes as have been approved by the City. Such work or repair shall be commenced no later than the later of one hundred twenty (120) days, or such longer period approved by the City in writing, after the damage or loss occurs or thirty (30) days following receipt of the insurance proceeds, and shall be complete within one (1) year thereafter. Any insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds shall be insufficient for such purpose, then the Developer shall make up the deficiency. If the Developer does not make repairs, then any insurance proceeds collected for such damage or destruction shall be distributed as if such proceeds were Residual Receipts, subject to the rights of the Senior Lenders.

Section 5.10 Fees and Taxes.

(a) The Developer shall be solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Development to the extent owed by the Developer, and shall pay such charges prior to delinquency. However, the Developer shall not be required to pay and discharge any such charge so long as: (1) the legality thereof is being contested diligently and in good faith and by appropriate proceedings; and (2) if requested by the City, the Developer deposits with the City any funds or other forms of assurance that the City in good faith from time to time determines appropriate to protect the City from the consequences of the contest being unsuccessful.

(b) The City acknowledges that the Developer intends to apply to the State Board of Equalization for a welfare exemption from property taxes under California Revenue and Taxation Code Section 214 for the Development. Nothing in this Agreement shall prohibit the Developer from applying for and obtaining a welfare exemption for the Development.

Section 5.11 Notice of Litigation.

The Developer shall promptly notify the City in writing of any litigation related to the Development, and any litigation related to the Developer for which the amount claimed or at issue is in excess of Fifty Thousand Dollars ($50,000), and of any claims or disputes related to the Development that involve a material risk of litigation.

Section 5.12 Operation of Development as Affordable Housing.

(a) Promptly after Completion of Construction of the Development, the Developer shall operate the Development as an affordable housing development consistent with: (1) HUD's requirements for use of the HOME Loan Funds for the HOME Term; and (2) the HOME Regulatory Agreement for the Term of this Agreement.

(b) Before leasing any Unit in the Development, the Developer shall submit its proposed form of lease agreement for the City's review and approval. The term of the form of lease agreement shall be for no less than one (1) year, except by mutual agreement between the Developer and the tenant, and shall not contain any provision which is prohibited by 24 C.F.R. Section 92.253(d) and any modifications thereto. Any Developer termination of a lease agreement or refusal to renew must be in conformance with 24 C.F.R. Section 92.253(c), and must be preceded by not fewer than sixty (60) days written notice to the tenant by the Developer specifying the grounds for the action.

(c) Before leasing any HOME Unit in the Development, the Developer must provide the City, for its review and approval, with the Developer's written tenant selection plan. The Developer's tenant selection plan must, at a minimum, meet the requirements for tenant selection set out in 24 C.F.R. Section 92.253(d), and any modifications thereto.

(d) The Developer must determine the income eligibility of each tenant household in a HOME Unit pursuant to 24 C.F.R. 5.233 and 24 C.F.R. 5.609, and any applicable

Tenant Selection Plan the City's approved tenant certification procedures within sixty (60) days before the household's expected occupancy of one of the Development's HOME Units. The Developer shall certify each tenant household's income on an annual basis.

(e) The maximum household income of a household occupying a HOME Unit in the Development, and the total charges for rent, utilities, and related services to each household occupying a HOME Unit, shall be maintained as provided in the HOME Regulatory Agreement.

Section 5.13 Non-Discrimination.

Developer covenants by and for itself and its successors and assigns that there will be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age (except for lawful senior housing in accordance with state and federal law), familial status, disability, sex, gender, gender identity, gender expression, sexual orientation, marital status, ancestry, military and veteran status or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor may Developer or any person claiming under or through Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property. Developer shall comply with Executive Orders 11246, 11375, 11625, 12138, 12431, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and local laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. The foregoing covenant will run with the land.

Section 5.14 Insurance Requirements.

(a) Required Coverage. The Developer shall maintain and keep in force, at the Developer's sole cost and expense, the following insurance coverage, applicable to the Development, throughout the Term of this Agreement:

(1) Workers' Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits not less than One Million Dollars ($1,000,000) each accident;

(2) Commercial General Liability insurance with limits not less than Two Million Dollars ($2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations. Products and Completed Operations coverage shall be obtained no later than completion of construction of the Development;

(3) Comprehensive Commercial Automobile Liability insurance with limits not less than One Million Dollars ($1,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverage for owned, non-owned and hired vehicles, as applicable; provided, however, that if the Developer does not own or lease vehicles for purposes of this Agreement, then no automobile insurance shall be required and both parties to this Agreement shall initial this provision signifying the same; and

(4) Builders' risk insurance during the course of construction (and upon completion of construction, property insurance) covering the Development and covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the City, naming the City as a Loss Payee, as its interest may appear. Flood insurance shall be obtained if required by applicable federal regulations.

(5) Commercial crime insurance covering all officers and employees, for loss of Loan proceeds caused by dishonesty, in an amount approved by the City, naming the City as a Loss Payee, as its interest may appear.

(b) Contractor's Insurance. The Developer shall cause any general contractor, demolition contractor, or agent working on the Development under direct contract with the Developer to maintain insurance of the types and in at least the minimum amounts described in subsections (a) above, and shall require that such insurance shall meet all of the general requirements of subsections (c) below. Subcontractors working on the Development under indirect contract with the Developer shall be required to maintain the insurance described in subsections (a)(1) through (a)(3) above, except that the limit for the insurance described in subsection (a)(2) may be One Million Dollars ($1,000,000). Liability and Comprehensive Automobile Liability insurance to be maintained by such contractors and agents pursuant to this subsection shall name as additional insureds the City, its council members, officers, agents, and employees.

(c) General Requirements. The required insurance shall be provided under an occurrence form, and the Developer shall maintain such coverage continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be three (3) times the occurrence limits specified above.

Comprehensive General Liability, Comprehensive Automobile Liability and Property insurance policies (including builders' risk) shall be endorsed to name as an additional insured the City, and its officers, council members, agents, and employees.

All policies and bonds shall contain: (1) the agreement of the insurer to give the City at least thirty (30) days' notice prior to cancellation (including, without limitation, for nonpayment of premium) or any material change in said policies; (2) an agreement that such policies are primary and noncontributing with any insurance that may be carried by the City; (3) a provision that no act or omission of the Developer shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; and (4) a waiver by the insurer of all rights of subrogation against the City and its authorized parties in connection with any loss or damage thereby insured against.

(d) Certificate of Insurance. Upon the City's request at any time during the term of this Agreement, the Developer shall provide certificates of insurance, in form and with insurers reasonable acceptable to the City, evidencing compliance with the requirements of this Section, and shall provide complete copies of such insurance policies, including a separate

endorsement naming the City, and its council members, officers agents and employees as additional insured.

Section 5.15 Anti-Lobbying Certification.

The Developer certifies, to the best of the Developer's knowledge or belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(c) This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars ($10,000) and no more than One Hundred Thousand Dollars ($100,000) for such failure.

Section 5.16 Purpose of Restriction on Transfer.

This Agreement is entered into solely for the purpose of the Developer's construction and operation of the Development in accordance with the terms of this Agreement and the HOME Regulatory Agreement. The qualifications and identity of the Developer are of particular concern to the City, in view of:

(a) The importance of the construction of the Development to the general welfare of the community;

(b) The public aids that have been made available by law and by the government for the purpose of making such development possible;

(c) The reliance by the City upon the unique qualifications and ability of the Developer to serve as the catalyst for construction of the Development and upon the continuing interest which the Developer will have in the Development to assure the quality of the use, operation, and maintenance deemed critical by the City in the construction of the Development;

(d) The fact that a change in ownership or control of the owner of the Development, or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in ownership or with respect to the identity of the parties in control of the Developer or the degree thereof, is for practical purposes a transfer or disposition of the Development; and

(e) The importance to the City of the standards of use, operation, and maintenance of the Development.

It is because of the qualifications and identity of the Developer that the City is entering into this Agreement and that Transfers are permitted only as provided in this Agreement.

Section 5.17 Prohibited Transfers.

(a) The limitations on Transfers set forth in this Article shall apply throughout the Term of this Agreement. Except as expressly permitted in this Agreement, the Developer represents that it has not made or created, and agrees that it will not make or create or suffer to be made or created, any Transfer (as defined in Section 1.1 hereof), either voluntarily or by operation of law, without the prior written approval of the City, which consent the City may withhold at its sole discretion.

(b) Any Transfer made in contravention of this Section shall, at the City's discretion, be void and shall be deemed to be a default under this Agreement, whether or not the Developer knew of or participated in such Transfer. The loan shall automatically accelerate and be due in full upon any unauthorized Transfer.

Section 5.18 Permitted Transfers Without Prior City Approval.

The term "Transfer" shall exclude the leasing of any single Unit in the Development to an occupant in compliance with the HOME Regulatory Agreement.

Section 5.19 Permitted Transfers With Prior City Approval.

(a) Except as permitted under Section 5.18, any Transfer shall be permitted only after:

(1) The City has delivered to the Developer its prior written approval of such Transfer, which approval may not be unreasonably withheld; and

(2) The transferee has assumed the Developer's obligations under this Agreement by signing this Agreement or such other reasonable documentation as the City may require.

(b) Following completion of construction of the Development, the City shall not unreasonably withhold its consent to a proposed Transfer, provided that the City reasonably determines that the proposed transferee is qualified to operate the Development in compliance with the HOME Regulatory Agreement including meeting the following requirements:

(1) The proposed transferee has at least five (5) years' experience operating multifamily rental housing developments comparable to the Development;

(2) The proposed transferee has no record of loan defaults, maintenance problems, housing or building code violations, or substantiated fair housing complaints at properties it has owned or operated; and

(3) The proposed transferee has satisfactory credit.

Section 5.20 Allowable Preferences.

(a) The Developer shall give a preference in the rental of any of the Units in the Development to eligible households displaced by activity of the former Redevelopment Agency of the City of Modesto or the City, as provided in Health and Safety Code Section 33411.3. The preferences stated in this section are required by law and apply to the rental of Units in the Development throughout the Term.

(b) The conditions and obligations set forth in this Section shall survive termination of this Agreement.

Section 5.21 Affordability and Project Monitoring.

(a) Throughout the HOME Term, the Developer shall comply with all applicable record keeping and monitoring requirements set forth in (24 CFR Section 92.508) of the HOME Regulations and shall annually complete and submit to City a certification of continuing program compliance.

(b) Representatives of the City shall be entitled to enter the Property upon at least twenty-four (24) hour's notice at reasonable times to monitor compliance with this Agreement, to inspect the records of the Development with respect to the Units, and to conduct an independent audit of such records. The Developer agrees to cooperate with the City in making the Property available for such inspection. If for any reason the City is unable to obtain the Developer's consent to such an inspection, the Developer understands and agrees that the City may obtain, at the Developer's expense, an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. The Developer agrees to maintain records in a business-like manner and to make such records available to the City upon twenty-four (24) hour's notice at reasonable times. Unless the City otherwise approves, such records shall be maintained for the most recent five years until five years after the HOME Term.

(c) Throughout the Term, the Developer grants the City inspection rights as set forth in Section 4.9 above, and Developer shall make best efforts to allow the City to comply with all applicable physical monitoring requirements set forth in (24 CFR Section 92.504(d) and 24 C.F.R. 92.251) of the HOME Regulations.

(d) The City will enforce a per-unit monitoring charge on all HOME assisted developments. HOME assisted developments will be charged as follows:

(e)

- 1-20 assisted units = $35.00 per unit/ annually
- 20+ assisted units = $25.00 per unit/ annually

(f) The City will enforce a physical inspection charge on all HOME assisted developments. The inspection charge for HOME assisted development will be the lesser of: (1) Five Thousand Dollars ($5,000) per inspection; or (2) the actual costs incurred by the City to secure a qualified third party, independent of the Developer, to conduct the physical inspections in accordance with the requirements set forth in this Agreement, and any related staffing costs incurred by the City in association therewith.

(g) The Developer shall pay such charge within fifteen (15) days of receipt of an invoice from the City.

(h) The City reserves the right to waive or defer a portion of the monitoring charge if a development is unable to pay these costs. All waivers must be submitted in writing, with adequate supporting financial documentation, for review by the City Manager.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

Section 6.1 Representations and Warranties.

The Developer hereby represents and warrants to the City as follows:

(a) Good Standing. The Developer is a duly organized California nonprofit public benefit corporation validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.

(b) Corporate Authority. The Developer has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the HOME Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and the HOME Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of the Developer, and all actions required under the Developer's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the HOME Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. This Agreement and the HOME Loan Documents and all other documents or instruments which have been executed and delivered pursuant to, or in connection with, this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of the Developer, enforceable against the Developer in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement and the HOME Loan Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the Developer, or any provision of the organizational documents of the Developer, or will conflict with or constitute a breach of or a default under any agreement to which the Developer is a party, or will result in the creation or imposition of any lien upon any assets or property of the Developer, other than liens established pursuant hereto.

(f) CHDO Certification. The Developer meets the legal and organizational characteristics described in 24 C.F.R. 92.2 and has been and shall continue to be certified as a CHDO by the City for the entire HOME Term.

(g) Compliance With Laws; Consents and Approvals. The Developer represents and warrants that the construction of the Development will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency.

(h) Pending Proceedings. The Developer is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of the Developer, and its general partner respectively, threatened against or affecting the Developer, respectively, or the Property, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to the Developer, materially affect the Developer's ability to repay the HOME Loan or impair the security to be given to the City pursuant hereto.

(i) Title to Land. At the time of recordation of the HOME Deed of Trust, the Developer will have good and marketable fee title to the Property and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than liens for current real property taxes and assessments not yet due and payable, the liens in favor of the City or approved in writing by the City.

(j) Financial Statements. The financial statements of the Developer and other financial data and information furnished by the Developer to the City fairly present the information contained therein. As of the date of this Agreement, there has not been any adverse, material change in the financial condition of the Developer from that shown by such financial statements and other data and information.

(k) Sufficient Funds. The Developer holds sufficient funds and/or binding commitments for sufficient funds to complete the acquisition and construction of the Development.

(l) Taxes. The Developer has filed all federal and other material tax returns and reports required to be filed, and has paid all federal and other material taxes, assessments, fees and other governmental charges levied or imposed upon it or its income or the Property otherwise due and payable, except those which are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles. There is no proposed tax assessment against the Developer that could, if made, be reasonably expected to have a material adverse effect upon the Property, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of the Developer and its subsidiaries, taken as a whole, which would be expected to result in a material impairment of the ability of the Developer to perform under any HOME Loan Document to which it is a party, or a material adverse effect upon the legality, validity, binding effect or enforceability against the Developer of any HOME Loan Document.

ARTICLE 7
TERMINATION, DEFAULT AND REMEDIES

Section 7.1 Events of Default.

Each of the following shall constitute a "Default" under this Agreement:

(a) Failure to Satisfy Predevelopment Requirements. Failure of the Developer to satisfy any of the requirements set forth in Article 3 subject to notice and cure pursuant to Section 7.1(f) below;

(b) Failure to Make Payment. Failure of the Developer to repay the principal and any interest on the HOME Loan that is due and payable to the City pursuant to this Agreement following written notice by the City of such failure and fifteen (15) days opportunity to cure;

(c) Failure to Commence or Complete Construction Work. Failure of the Developer to commence and prosecute to completion, the Construction Work within the time frames set forth in this Agreement;

(d) Failure to Comply with the Management Plan. Failure to comply with the Management Plan approved by the City and such failure having continued uncured for thirty (30) days after receipt of written notice thereof from the City to the Developer, which notice provides reasonable detail of the default and the required cure for such default;

(e) Failure to Comply with the Marketing Plan. Failure to comply with the Marketing Plan approved by the City and such failure having continued uncured for thirty (30) days after receipt of written notice thereof from the City to the Developer, which notice provides reasonable detail of the default and the required cure for such default;

(f) Breach of Covenants. Failure of the Developer to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the HOME Loan Documents, and such failure having continued uncured for thirty (30) days after receipt of written notice thereof from the City to the Developer (which notice shall provide reasonable detail of the default and required cure) or, if the breach cannot be cured within thirty (30) days, the Developer shall not be in breach so long as the Developer is diligently undertaking to cure such breach and such breach is cured within sixty (60) days; provided, however, that if a different period or notice requirement is specified under any other section of this Article 7, the specific provisions shall control;

(g) Default Under Other Loans. A default is declared under any Approved Financing by the lender of such Approved Financing (subject to applicable notice and cure);

(h) Insolvency. A court having jurisdiction shall have made or entered any decree or order: (1) adjudging the Developer to be bankrupt or insolvent; (2) approving as properly filed a petition seeking reorganization of the Developer or seeking any arrangement for the Developer under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction; (3) appointing a receiver, trustee, liquidator, or assignee of the Developer in bankruptcy or insolvency or for any of their properties; (4) directing the winding up or liquidation of the Developer, if any such decree or order described in clauses (1) to (4), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) days; or (5) the Developer shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (1) to (4), inclusive. The occurrence of any of the events of Default in this paragraph shall act to accelerate automatically, without the need for any action by the City, the indebtedness evidenced by the Note;

(i) Assignment; Attachment. The Developer shall have assigned its assets for the benefit of its creditors or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within ninety (90) days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by the City, the indebtedness evidenced by the HOME Loan Documents;

(j) Suspension; Dissolution. The Developer shall have: (1) the operation of their business voluntarily or involuntarily suspended by the State of California, (2) voluntarily stop or terminate the operation of its business; (3) if the Developer is a partnership, the partnership shall have the operation of the partnership voluntarily or involuntarily dissolved, suspended or terminated by the State of California;

(k) Liens on Property and the Development. There shall be filed any claim of lien (other than liens approved in writing by the City) against the Development, the Property, or any part thereof, or any interest or right made appurtenant thereto, or the service of any notice to withhold proceeds of the HOME Loan and the continued maintenance of said claim of lien or

notice to withhold for a period of thirty (30) days without discharge or satisfaction thereof or provision therefore (including, without limitation, the posting of bonds) satisfactory to the City;

(l) Condemnation. The condemnation, seizure, or appropriation by any public agency of all or the substantial part of the Property and the Development, except condemnation by the City, shall cause the HOME Loan to accelerate but shall not be a Default;

(m) Unauthorized Transfer. Any Transfer other than as permitted by Sections 5.18 and 5.19;

(n) Representation or Warranty Incorrect. Any representation or warranty of the Developer, respectively, contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the City in connection with any of the HOME Loan Documents, proves to have been incorrect in any material and adverse respect when made and which default cannot be cured within thirty (30) days after receipt of written notice thereof from the City to the Developers; and/or

Section 7.2 Remedies. The occurrence of any Default hereunder following the expiration of all applicable notice and cure periods will either at the option of the City or automatically where so specified, relieve the City of any obligation to make or continue the HOME Loan and shall give the City the right to proceed with any and all remedies set forth in this Agreement and the HOME Loan Documents, including but not limited to the following:

(a) Acceleration of Note. The City shall have the right to cause all indebtedness of the Developer to the City under this Agreement and the Note, together with any accrued interest thereon, to become immediately due and payable. Developer waives all right to presentment, demand, protest or notice of protest or dishonor. The City may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the City as a creditor and secured Party under the law including the Uniform Commercial Code, including foreclosure under the HOME Deed of Trust. The Developer shall be liable to pay the City on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the City in connection with the collection of the HOME Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the HOME Loan;

(b) Specific Performance. The City shall have the right to mandamus or other suit, action or proceeding at law or in equity to require the Developer to perform its obligations and covenants under the HOME Loan Documents or to enjoin acts or things which may be unlawful or in violation of the provisions of the HOME Loan Documents, except that such remedy shall not be available to the City until the Commencement of Construction;

(c) Right to Cure at the Developer's Expense. The City shall have the right (but not the obligation) to cure any monetary default by the Developer under a loan other than the HOME Loan. The Developer agrees to reimburse the City for any funds advanced by the City to cure a monetary default by the Developer upon demand therefore, together with interest thereon at the lesser of the maximum rate permitted by law or ten percent (10%) per annum from the date of expenditure until the date of reimbursement;

Section 7.3 Right of Contest.

The Developer shall have the right to contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute a Default hereunder. Any such contest shall be prosecuted diligently and in a manner unprejudicial to the City or the rights of the City hereunder.

Section 7.4 Remedies Cumulative.

No right, power, or remedy given to the City by the terms of this Agreement or the HOME Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the City by the terms of any such instrument, or by any statute or otherwise against the Developer and any other person. Neither the failure nor any delay on the part of the City to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the City of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 7.5 Survival.

Upon termination of this Agreement under this Article 7, those provisions of this Agreement that recite that they survive termination of this Agreement shall remain in effect and be binding upon the parties notwithstanding such termination.

ARTICLE 8
GENERAL PROVISIONS

Section 8.1 Relationship of Parties.

Nothing contained in this Agreement shall be interpreted or understood by any of the parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the City, the Developer or the Developer's agents, employees or contractors, and the Developer shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. The Developer has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the construction and operation of the Development, the Developer shall be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and shall include requirements in each contract that contractors shall be solely responsible for similar matters relating to their employees. The Developer agrees to be solely responsible for its own acts and those of its agents and employees.

Section 8.2 No Claims.

Nothing contained in this Agreement shall create or justify any claim against the City, by any person that the Developer or its general partners may have employed or with whom the Developer may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the construction or operation of the Development, and the Developer shall include similar requirements in any contracts entered into for the construction or operation of the Development.

Section 8.3 Amendments.

Subject to Sections 8.19 and 8.20, no alteration or variation of the terms of this Agreement shall be valid unless made in writing by the Parties and approved by the City Council.

Section 8.4 Entire Understanding of the Parties.

This Agreement constitutes the entire understanding and agreement of the Parties with respect to the City.

Section 8.5 Indemnification.

Except as directly caused by the City's gross negligence or willful misconduct, the Developer agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the City) the City and its council members, officers, employees, representatives, agents, successors and assigns, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of: (1) the Developer's performance or non-performance of its obligations under this Agreement; (2) the Developer's ownership of the Development; (3) the marketing, rental and operation of the Development; or (4), or any documents executed by the Developer in connection with the Development. The provisions of this Section shall survive termination of this Agreement.

Section 8.6 Non-Liability of City Officials, Employees and Agents.

No council member, official, employee or agent of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to the Developer or its successor or on any obligation under the terms of this Agreement. No director, officer, employee or agent of the Developer shall be personally liable to the City, or any successor in interest, in the event of any Default or breach by the Developer, or for any amount which may become due to the City or its successor or on any obligation under the terms of this Agreement.

Section 8.7 No Third Party Beneficiaries.

There shall be no third party beneficiaries to this Agreement.

Section 8.8 Action by the City.

(a) Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent, request, extension of time, waiver of condition, termination, or other action by the City is required or permitted under this Agreement, such action may be given, made, or taken by the City Manager without further approval by the City Council, and any such action shall be in writing. The amount of the HOME Loan may not be increased without approval of the City Council.

(b) Any consents or approvals required under this Agreement shall not be unreasonably withheld or made, except where it is specifically provided that a sole discretion standard applies. The City Manager is also hereby authorized to approve, on behalf of the City, requests by the Developer for reasonable extensions of time deadlines set forth in this Agreement. The City Manager shall not unreasonably delay in reviewing and approving or disapproving any proposal by the Developer made in connection with this Agreement.

Section 8.9 Waivers.

Any waiver by the City of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the City to take action on any breach or default of the Developer or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to the Developer to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the City to any act or omission by the Developer shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the City's written consent to future waivers.

Section 8.10 Notices, Demands and Communications.

Formal notices, demands, and communications between the City and the Developer shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the City and the Developer as follows:

City: City of Modesto
1010 Tenth Street, Suite 4400
Modesto, CA 95354
Attn: Housing

Developer: Stanislaus County Affordable Housing Corporation
511 Downey Avenue
Modesto, CA 95354
Attn: President

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided

in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt for delivery or refusal of delivery. Copies of notices sent to the Developer shall also be sent to any limited partner of the Developer who requests such notices in writing and provides its address to the City.

Section 8.11 Applicable Law and Venue.

This Agreement shall be governed by and construed in accordance with California law. Any action brought claiming a breach of this Agreement or interpreting this Agreement shall be brought and venued in Stanislaus County, California.

Section 8.12 Parties Bound.

Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors and assigns. This Agreement is intended to run with the land and shall bind the Developer and its successors and assigns in the Property and the Development for the entire Term, and the benefit hereof shall inure to the benefit of the City and its successors and assigns.

Section 8.13 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing Party will have the right to recover its reasonable attorney's fees and costs of suit from the other Party.

Section 8.14 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 8.15 Extensions.

(a) Force Majeure. In addition to specific provisions of this Agreement, performance by any Party shall not be deemed to be in default where delays or defaults are due to to war, insurrection, strikes, lock-outs or other labor disturbances, one or more acts of a public enemy, war, riot, sabotage, blockade, embargo, floods, earthquakes, fires, quarantine restrictions, freight embargoes, lack of transportation, court order, delays or failures of performance by any governmental authority or utility company (other than the acts or failure to act of the City and so long as the Party seeking the extension has adequately complied with the applicable processing requirements of such governmental authority or utility company), delays resulting from changes in any applicable laws, rules, regulations, ordinances or codes, or a change in the interpretation thereof by any governing body with jurisdiction, or any other cause (other than lack of funds of the Developer or the Developer's inability to finance the construction of the Development) beyond the reasonable control or without the fault of the Party claiming an extension of time to

perform or an inability of performance. An extension of time for any cause will be deemed granted if notice by the Party claiming such extension is sent to the other within ten (10) days from the commencement of the cause and the Party granting the extension agrees to the extension in writing. In no event shall the City be required to agree to cumulative delays in excess of one hundred eighty (180) days.

Section 8.16 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in subsection (b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. Developer shall exercise due diligence to ensure that the prohibition in this Section is followed.

(b) The conflict of interest provisions of subsection (a) above apply to any person who is an employee, agent, consultant, officer, or any immediate family member of such person, or any elected or appointed official of the City, or any person related within the third (3rd) degree of such person.

(c) In accordance with California Government Code Section 1090 and the Political Reform Act, California Government Code section 87100 et seq., no person who is a director, officer, partner, trustee or employee or consultant of the Developer, or immediate family member of any of the preceding, shall make or participate in a decision, made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Developer. Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act, California Government Code Section 87100 et seq., its implementing regulations manual and codes, and California Government Code Section 1090.

(d) The Developer shall comply with the conflict of interest provisions set forth in 24 C.F.R. Section 92.356.

Section 8.17 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 8.18 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Section 8.19 City Approval.

Whenever this Agreement calls for City approval, consent, or waiver, the written approval, consent, or waiver of the City Manager shall constitute the approval, consent, or waiver of the City, without further authorization required from the City Council. The City hereby authorizes the City Manager to deliver such approvals or consents as are required by this Agreement, to execute estoppel certificates concerning the status of the HOME Loan and the existence of the Developer defaults under the Loan Documents, and to waive requirements under this Agreement, on behalf of the City. Any consents or approvals required under this Agreement shall not be unreasonably withheld or made, except where it is specifically provided that a sole discretion standard applies. The City Manager is also hereby authorized to approve, on behalf of the City, requests by the Developer for reasonable extensions of time deadlines set forth in this Agreement. The City shall not unreasonably delay in reviewing and approving or disapproving any proposal by the Developer made in connection with this Agreement.

Section 8.20 Operating Memoranda.

(a) The Parties acknowledge that the provisions of this Agreement require a close degree of cooperation, and that new information and future events may demonstrate that changes are appropriate with respect to the details of performance of the parties under this Agreement. The parties desire, therefore, to retain a certain degree of flexibility with respect to the details of performance of those items covered in general terms under this Agreement. If and when, from time to time during the term of this Agreement, the parties find that refinements or adjustments regarding details of performance are necessary or appropriate, they may effectuate such refinements or adjustments through a memorandum (individually, an "Operating Memorandum", and collectively, "Operating Memoranda") approved by the parties which, after execution, shall be attached to this Agreement as addenda and become a part hereof.

(b) Operating Memoranda may be executed on the City's behalf by its City Manager, or the City Manager's designee. Operating Memoranda shall not require prior notice or hearing, and shall not constitute an amendment to this Agreement. Any substantive or significant modifications to the terms and conditions of performance under this Agreement shall be processed as an amendment of this Agreement in accordance with Section 8.3 hereof, and must be approved by the City Council.

Section 8.21 Assignment by City.

The City may assign its rights and obligations under the HOME Loan Documents to any other public entity without the consent of the Developer.

[Remainder of Page Left Intentionally Blank]

WHEREFORE, this HOME Loan Agreement is executed by the undersigned on September 22, 2015, and is effective as of the date first above written.

DEVELOPER:

STANISLAUS COUNTY AFFORDABLE HOUSING CORPORAITON a California nonprofit public benefit corporation

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

CITY:

CITY OF MODESTO, a California charter city

By: _____
James N. Holgersson, City Manager

ATTEST:

_____
Stephanie Lopez, City Clerk

APPROVED AS TO FORM:
Adam U. Lindgren, City Attorney

By: _____

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

FINAL FINANCING PLAN

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-350

RESOLUTION APPROVING A SUBORDINATION AGREEMENT WITH STANISLAUS COUNTY AFFORDABLE HOUSING CORPORATION (STANCO) FOR THE HOME INVESTMENT PARTNERSHIPS PROGRAM LOAN PROVIDED BY THE CITY OF MODESTO TO STANCO FOR THE CONSTRUCTION OF CARVER ESTATES, AN 18 UNIT MULTIFAMILY AFFORDABLE HOUSING PROJECT, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENTS AND RELATED DOCUMENTS

WHEREAS, on September 2, 2002, by Resolution 2002-426, the City Council approved a HOME loan with Stanislaus County Affordable Housing Corporation (STANCO), in the amount of $832,000, for a multi-family affordable rental housing project known as Carver Estates; and

WHEREAS, the loan comprised of $657,000 in HOME funds and $175,000 in HOME CHDO Set-Aside funds, providing funding for the acquisition and development of eighteen (18) affordable apartment units, fourteen (14) units of which are for low-income households and four (4) units for very low-income; and

WHEREAS, on March 23, 2004, the City Council approved a second HOME loan with STANCO, in the amount of $885,101, comprised of $624,831 in HOME funds, by Resolution 2004-164, and $260,270 in HOME CHDO Set-Aside funds, by Resolution 2004-165, in addition, the second loan completed the financing of Carver Estates with the City providing a $1,717,101 from its HOME entitlement funds; and

WHEREAS, On August 12, 2015, STANCO submitted a letter to the City requesting it subordinate the HOME loan; and

WHEREAS, the HOME funds provided by the City were insufficient to complete the project, STANCO obtained $800,000.00 in construction financing from County Bank,

now WestAmerica Bank (Bank Loan) at an interest rate of six percent (6%) that matures at the beginning of the sixth year of the loan, or June 2016, at which time the bank can add an amount equivalent to the Constant Maturity Rate (CMR);

WHEREAS, a condition of the original construction financing and the two HOME loans with STANCO, the City agreed to subordinate its position; and

WHEREAS, STANCO is proposing to refinance the existing note with WestAmerica Bank, including utilizing equity in an amount of $100,000, to make improvements to prolong the life of the property, reduce the use of irrigation water and to enhance the security of residents.

WHEREAS, at the time Carver Estates was built, STANCO advised that a capital reserve fund was not established; the current industry standard for capital reserve accrual is $500 per unit per year; therefore, the reserve fund was not established, funding is scarce for the required improvements; and

WHEREAS, WestAmerica Bank is proposing to refinance the Bank Loan with a 20-year note at five and a quarter percent (5.25%) with a five year interest rate lock, after which the interest rate may increase to CMR; therefore based upon STANCO's financial analysis, there will be a savings of approximately $85,000 in interest payments over the life of the existing Bank Loan.; and

WHEREAS, this would allow STANCO to access equity to fund the required improvements; and

WHEREAS, WestAmerica Bank requires that its loan remain, at all times, prior and superior to all other loans;

WHEREAS, the Subordination Agreement sets forth the priority of repayment rights against the borrower and its assets.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it approves a Subordination Agreement with Stanislaus County Affordable Housing Corporation (STANCO) for the HOME Investment Partnership Program loan provided by the City of Modesto to STANCO for the construction of Carver Estates, an 18 unit multifamily affordable housing project, in substantially the form **attached** and as approved by the City Attorney.

BE IT FURTHER RESOLVED that authorizing the City Manager, or his designee, to execute the agreements and related documents as approved by the City Attorney.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 22nd day of September, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL DOCUMENT TO:
City of Modesto - Carol Averell -
Parks/Rec/Neighborhoods
1010 Tenth Street, Ste 4300
Modesto CA 95354

Space Above This Line for Recorder's Use Only

A.P.N.: 054-051-002

File No.: 5005-4963706 (JV)

SUBORDINATION AGREEMENT

(EXISTING TO NEW)

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this Twenty-eighth day of August, 2015, by

Stanislaus County Affordable Housing Corporation, a California Non-Profit Corporation, who acquired title as Stanislaus County Affordable Housing Corporation

Owner of the land hereinafter described and hereinafter referred to as "Owner", and

City of Modesto

present Owner and Holder of the Deed of Trust and Note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, Owner has executed a Deed of Trust dated August 19, 2002 and September 4, 2004 to North American Title Company, a California Corporation, as Trustee, covering:

ALL THAT PORTION OF LOT 1, KNAPP TRACT, ACCORDING TO THE OFFICIAL MAP THEREOF, FILED IN THE OFFICE OF THE RECORDER OF STANISLAUS COUNTY, CALIFORNIA ON NOVEMBER 16, 1904, IN VOLUME 2 OF MAPS, PAGE 2, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT 1, SAID POINT BEING ON THE CENTER LINE OF CARVER ROAD AND BEARS SOUTH 0° 41' EAST 593.8 FEET FROM THE NORTHEAST CORNER OF SAID LOT 1; RUNNING THENCE NORTH 89° 17' WEST 250 FEET; THENCE SOUTH 0° 41' EAST 200 FEET; THENCE SOUTH 89° 17' EAST 250 FEET ON THE EAST LINE OF SAID LOT 1; THENCE NORTH 0° 41' WEST ALONG SAID EAST LINE 200 FEET TO THE POINT OF BEGINNING.

to secure a Note in the sum of $832,000.00 and $885,101.00, dated August 19, 2002 and September 4, 2004, in favor of City of Modesto, which Deed of Trust was recorded October 4, 2002 and September 24, 2004 in Book n/a, Page n/a, or Instrument No. 2002-0128630-00 and 2004-0155248, of said County; and

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and Note in the sum of $$740,000.00, dated AUGUST 14, 2015, in favor of WESTAMERICA BANK, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said Deed of Trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Deed of Trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Deed of Trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Deed of Trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Deed of Trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Deed of Trust first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

(1) That said Deed of Trust securing said Note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Deed of Trust first above mentioned.
(2) That Lender would not make its loan above described without this subordination agreement.
(3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the Deeds of Trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to another Deed or Deeds of Trust or to another Mortgage or Mortgages.

Beneficiary declares, agrees and acknowledges that

(a) He consents to and approves (i) all provisions of the Note and Deed of Trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;

(b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

(c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the Deed of Trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and

(d) An endorsement has been placed upon the Note secured by Deed of Trust first above mentioned that said Deed of Trust has by this instrument been subordinated to the lien or charge of the Deed of Trust in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN THE IMPROVEMENT OF THE LAND.

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.
(CLTA SUBORDINATION FORM "A")

IN WITNESS WHEREOF, the CITY OF MODESTO, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution **2015-** _____ adopted by the Council of the City of Modesto on the _____ day of September 2015, and OWNER has caused this Agreement to be duly executed in duplicate on the _____ day of _____, 2015.

BENEFICIARY
CITY OF MODESTO, a municipal corporation

By_____
James N. Holgersson, City Manager

Date_____

ATTEST:

By_____
Stephanie Lopez, City Clerk

(SEAL)

APPROVED AS TO LEGAL FORM:

Adam Lindgren, City Attorney

By_____
Adam Lindgren
City Attorney

OWNER
STANISLAUS COUNTY AFFORDABLE HOUSING CORPORATION, a California Non-Profit Corporation

_____
Address

_____
Name of Authorized Representative

_____
Title

_____
Signature

_____
Date

_____
Name of Authorized Representative

_____
Title

_____
Signature

_____
Date

A.P.N.: **054-051-002** Subordination Agreement - continued File No.: **5005-4963706 (JV)**
Date: **August 28, 2015**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)SS

COUNTY OF _____)

On _____ before me, _____ , Notary Public, personally appeared

_____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

This area for official notarial seal.

A.P.N.: **054-051-002** Subordination Agreement - continued File No.: **5005-4963706 (JV)**
Date: **August 28, 2015**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)SS

COUNTY OF _____)

On _____ before me, _____ , Notary Public, personally appeared

_____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

This area for official notarial seal.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-351

RESOLUTION AUTHORIZING THE AWARD OF BID FOR THE PURCHASE OF SIX (6) THREE-QUARTER TON EXTRA CAB UTILITY TRUCKS TO ALBANY FORD, ALBANY, CA, FOR AN ESTIMATED TOTAL COST OF $214,588

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for new vehicles and heavy equipment, through various competitive processes, with the Purchasing Division coming back to Council for award authorization. The six (6) three-quarter ton extra cab utility trucks were included in the new vehicles and heavy equipment list authorized by the City Manager, and

WHEREAS, five (5) three-quarter ton extra cab utility trucks are for the Utilities Department, Water Services Division and one is for the Public Works Department, Green Waste Division through the Public Works Department Fleet Services Division, and

WHEREAS, the six (6) replacement three-quarter ton extra cab utility trucks have been subjected to a thorough evaluation and have met or exceeded the replacement criteria before being placed on the replacement list, and

WHEREAS, the Purchasing Division issued RFB 1516-06 for the purchase of six (6) three-quarter ton extra cab utility trucks on the City's website under the commodity code for trucks one-ton or less and trucks with specialized bodies. Eighty nine (89) prospective bidders were noticed online of the bid opportunity. Two (2) of which were local companies, and

WHEREAS, nine (9) companies chose to download the RFB document, and

WHEREAS, bids were formally opened in the City Clerk's office. Two (2) companies chose to respond. One of which was a local company.

WHEREAS, both companies responding provided responsive and responsible bids, and

WHEREAS, based on providing the lowest responsive and responsible bid, City staff recommends the award of bid for the purchase of six (6) three-quarter ton extra cab utility trucks to Albany Ford, Albany, CA, for a total estimated cost of $214,588, and

WHEREAS, sufficient funds are budgeted in Fiscal Year 2015-16, in appropriation unit 5409-53246-57003, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. The award of bid for the purchase of six (6) three-quarter ton extra cab utility trucks to Albany Ford, Albany, CA, conforms to the Modesto Municipal Code.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of bid for the purchase of six (6) three-quarter ton extra cab utility trucks to Albany Ford, Albany, CA.

BE IT FURTHER RESOLVED that the Purchasing Manager or his designee to issue a purchase order for a total estimated cost of $214,588.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 22nd day of September, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

CITY OF MODESTO
PURCHASING DIVISION
P.O. BOX 642
MODESTO, CA 95353
PH: (209) 571-5164 FAX: (209) 544-8821

3/4 Ton Extra Cab Utility Trucks

				Albany, CA		Modesto, CA
ITEM/DESCRIPTION	QTY	UNIT OF ISSUE	UNIT COST	CO: Albany Ford EXTENDED COST	UNIT COST	CO: American Chervolet EXTENDED COST
3/4 Ton Extra Cab Utility Trucks per Specification A	1	EA	$27,557.38	$27,557.38	$32,227.51	$32,227.51
3/4 Ton Extra Cab Utility Trucks per Specification B	5	EA	$34,323.38	$171,616.90	$37,767.31	$188,836.55
Sales Tax (7.625%)	1	EA		$15,187.04		$16,856.13
Tire Recycle Fee	6	LOT	$8.75	$52.50	$8.75	$52.50
E-REG Fee	6	EA	$29.00	$174.00	$0.00	$0.00
Estimated Total Purchase Cost				$214,587.82		$237,972.69

Make and Model	2016 Ford F250 S/C 4x2	2016 Chevrolet 2500HD
Service Body Manufacturer/Model	Diamond 2015 16-42-96-CT B49	Knapheide
Truck Body Builder and Installer	Diamond Truck Body Mfg	Knapheide Truck Eq
Delivery Lead Time	90-120 Days	180 - 220 Days

FINANCIAL INTEREST DISCLOSURE FORM

All persons included within the meaning of either of the following tests have a material financial interest in an agreement, or application for development rights, submitted for approval or disapproval by the City Council, and shall be identified by the applicant, by name.

Tests of Materiality:

1. Whether it is foreseeable to a reasonable person that the value of their interest in property available for use by an applicant, or their interest in the applicant itself, may increase or decrease by an amount greater than $2,000.00 as a direct or indirect result of Council action on the applicant's agreement or application for development rights.

2. Whether it is foreseeable to a reasonable person that the person's gross income from the applicant may increase or decrease by a sum greater than $2,000.00 as a direct or indirect result of Council action on the agreement or application for development rights.

It is the legal obligation of all applicants for approval of an agreement or of an application for development rights to verify in writing, under penalty of perjury, that the identity of each person having a material financial interest in the agreement or application or development rights is true, correct and complete. The applicant understands that this information is provided under penalty of perjury, and that intentionally supplying misinformation or deception may result in either invalidation of the agreement or application, or criminal prosecution for misdemeanor violation of the Modesto Municipal Code, or both. Negligent provision of misinformation shall be grounds for invalidation. In accordance with the Modesto Municipal Code, each applicant has a continuing obligation to maintain the truth, accuracy and completeness of the financial interest disclosure information provided below until after final consideration by the City Council of any matter arising out of or relating to the agreement or application.

By signing this document I agree to the information contained within.

COMPANY NAME: Albany Ford

APPLICANT'S NAME (SIGNATURE):

Dan Durigan, Flt. Mgr.
APPLICANT'S NAME/TITLE (PRINT):

8-10-2015
DATE:

Applicable Names:

(See attached list)

Questions concerning the application of either test to particular facts should be resolved in advance of Council action by agreement with the department head recommending approval of its agreement/application.

DIRECTOR

COMPANY NAME: Albany Ford

NAMES

Signature / Print: NONE

Signature / Print:

Signature / Print:

Signature / Print:

Signature / Print:

Signature / Print:

Signature / Print:

Signature / Print:

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MODESTO CITY COUNCIL
RESOLUTION NO. 2015-352

RESOLUTION AUTHORIZING THE AWARD OF PROPOSAL AND CONTRACT FOR THE FURNISHING OF ELEVATOR MAINTENANCE AND REPAIR SERVICES FOR THE PUBLIC WORKS DEPARTMENT, BUILDING MAINTENANCE DIVISION TO THYSSENKRUPP ELEVATOR CORP., WEST SACRAMENTO, CA, FOR A TWO (2) YEAR AGREEMENT WITH THREE (3) ONE-YEAR EXTENSION OPTIONS AT THE SOLE DISCRETION OF THE CITY, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONTRACT FOR AN ESTIMATED ANNUAL COST OF $46,680, AND OVER FIVE (5) YEARS OF $233,400

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Proposals (RFP) for the furnishing of elevator maintenance and repair services, and

WHEREAS, the Purchasing Division issued RFP No. 1415-38 on the City's website under the commodity code for elevator installation, maintenance and repair services to six (6) prospective proposers, none of which was a local company, and

WHEREAS, four (4) companies chose to download the RFP document, and

WHEREAS, proposals were formally opened in the City Clerk's Office. Two (2) companies chose to respond. Both companies responding provided responsive and responsible proposals, and

WHEREAS, an evaluation committee comprised of three (3) City staff members evaluated and graded the proposals, and

WHEREAS, based on being ranked highest in total evaluation criteria the evaluation committee recommends the award of proposal and contract for the furnishing of elevator maintenance and repair services for the Public Works Department, Building Maintenance Division to ThyssenKrupp Elevator Corp., West Sacramento, CA, for a two

(2) year period with three (3) one-year extension options at the sole discretion of the City, for an estimated annual cost of $46,680, and over five (5) years of $233,400, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. The award of proposal and contract for the furnishing of elevator maintenance and repair services for the Public Works Department, Building Maintenance Division to ThyssenKrupp Elevator Corp., West Sacramento, CA, conforms to Modesto Municipal Code 8-3.203, and

WHEREAS, funds are budgeted in Fiscal Year 2015-16, in Appropriation Units: 0100-19490-52300, 0100-33310-53300, 0100-34120-53300, 0100-34130-53300, 0100-52160-53300, 4000-53250-53300, 4700-14940-53100, 6500-76500-53300.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of proposal and contract for the furnishing of elevator maintenance and repair services for the Public Works Department, Building Maintenance Division to ThyssenKrupp Elevator Corp., West Sacramento, CA, for a two (2) year agreement with three (3) one-year extension options at the sole discretion of the City.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the contract for an estimated annual cost of $46,680, substantially in the form attached hereto as **Exhibit A** and as approved by the City Attorney.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 22nd day of September, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

SAMPLE AGREEMENT

This Agreement, made and entered into in the City of Modesto, State of California, this ____ day of _____, 2015, by and between the City of Modesto, a municipal corporation of the State of California, hereinafter called CITY, and ThyssenKrup Elevator Corp., hereinafter called CONTRACTOR,

W I T N E S S E T H:

WHEREAS, the Modesto City Council adopted Resolution No. _____ authorizing the award of proposal and contract for the furnishing of elevator maintenance and repair services to CONTRACTOR, *attached hereto as Exhibit "A" and made a part hereof*, and

WHEREAS, the CONTRACTOR provided a responsive and responsible submittal that best meets the CITY needs, *attached hereto as Exhibit "B" and made a part hereof*, and

WHEREAS, the CITY and CONTRACTOR shall enter into an agreement for the furnishing of elevator maintenance and repair services, as described in RFP No. 1415-38, *attached hereto as Exhibit "C" and made a part hereof*, and

WHEREAS, the CONTRACTOR shall provide services as described in Technical Specifications and Service Requirements, *attached hereto as Exhibit "D" and made a part hereof*, and

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF WORK.

a. CONTRACTOR shall provide elevator maintenance and repair services as specified in Exhibit "D", and in strict accordance with the conditions of the complete contract.

b. CONTRACTOR shall do and perform the services contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Technical Liaison.

c. CONTRACTOR will perform its duties under this Agreement in accordance with the standard(s) of care prevailing in its industry.

d. CONTRACTOR shall maintain proper insurance with the CITY for the duration of the contract.

e. CONTRACTOR shall maintain a CITY business license for the duration of the contract.

f. CONTRACTOR will pay prevailing wages and keep certified payroll for the duration of the contract.

g. CONTRACTOR shall furnish the services as defined in Exhibit "D" for the estimated annual amount of: $46,680.00.

Contractual Rates

Monthly Preventative Maintenance and Safety Inspection Program				
Location	Address	Elevator Type	ID Number	Monthly Cost
Centre Plaza Complex	1000 "L" Street	Plunger Hydrolectric (Passenger)	76972	$145.00/Month
Centre Plaza Complex	1000 "L" Street	Plunger Hydroelectric (Freight)	76973	$145.00/Month
John Thurman Field	601 Neece Drive	Hydraulic (Passenger)	4757	$145.00/Month
JPA	1010 10th Street	Gem Eleavontic 311 VVVF	854036	$345.00/Month
JPA	1010 10th Street	Gem Eleavontic 311 VVVF	854037	$345.00/Month
JPA	1010 10th Street	Gem Eleavontic 311 VVVF	854038	$345.00/Month
JPA	1010 10th Street	Gem Eleavontic 311 VVVF	854039	$345.00/Month
King Kennedy Center	601 N. MLK Drive	Lift-chair	None	$95.00/Month

Monthly Preventative Maintenance and Safety Inspection Program				
Location	Address	Elevator Type	ID Number	Monthly Cost
McHenry Mansion	906 15th Street	Hydraulic (Passenger)	85760	$145.00/Month
McHenry Museum	1402 "I" Street	Hydraulic (Passenger)	69548	$145.00/Month
Police Dept. Administration	600 10th Street	Plunger Hydroelectric (Passenger)	120151	$145.00/Month
Police Dept. Administration	600 10th Street	Plunger Hydroelectric (Passenger)	120313	$145.00/Month
Police Dept. Operations	601 11th Street	Hydraulic Vertical (Passenger)	39400	$75.00/Month
9th Street Garage	9th & "K" Streets	Overhead Traction (Passenger)	83486	$345.00/Month
9th Street Garage	9th & "K" Streets	Overhead Traction (Passenger)	85777	$345.00/Month
9th Street Garage	9th & "K" Streets	Plunger Hydroelectric (Passenger)	76974	$145.00/Month
10th Street Garage	1010 10th Street	Plunger Hydroelectric (Passenger)	117077	$145.00/Month
11th Street Garage	915 11th Street	Overhead Traction (Passenger)	69529	$345.00/Month

Monthly Fire Inspection Phase 1 & 2				
Location	Address	Elevator Type	ID Number	Monthly Cost
Centre Plaza Complex	1000 "L" Street	Plunger Hydroelectric (Passenger)	76972	No Charge
Centre Plaza Complex	1000 "L" Street	Plunger Hydroelectric (Freight)	76973	No Charge
John Thurman Field	601 Neece Drive	Hydraulic (Passenger)	4757	No Charge
JPA	1010 10th Street	Gem Eleavontic 311 VVVF	854036	No Charge
JPA	1010 10th Street	Gem Eleavontic 311 VVVF	854037	No Charge
JPA	1010 10th Street	Gem Eleavontic 311 VVVF	854038	No Charge
JPA	1010 10th Street	Gem Eleavontic 311 VVVF	854039	No Charge
King Kennedy Center	601 N. MLK Drive	Lift-chair	None	N/A
McHenry Mansion	906 15th Street	Hydraulic (Passenger)	85760	No Charge

Monthly Fire Inspection Phase 1 & 2				
Location	Address	Elevator Type	ID Number	Monthly Cost
McHenry Museum	1402 "I" Street	Hydraulic (Passenger)	69548	No Charge
Police Dept. Administration	600 10th Street	Plunger Hydroelectric (Passenger)	120151	No Charge
Police Dept. Administration	600 10th Street	Plunger Hydroelectric (Passenger)	120313	No Charge
Police Dept. Operations	601 11th Street	Hydraulic Vertical (Passenger)	39400	No Charge
9th Street Garage	9th & "K" Streets	Overhead Traction (Passenger)	83486	No Charge
9th Street Garage	9th & "K" Streets	Overhead Traction (Passenger)	85777	No Charge
9th Street Garage	9th & "K" Streets	Plunger Hydroelectric (Passenger)	76974	No Charge
10th Street Garage	1010 10th Street	Plunger Hydroelectric (Passenger)	117077	No Charge
11th Street Garage	915 11th Street	Overhead Traction (Passenger)	69529	No Charge

Semi-Annual Inspection				
Location	Address	Elevator Type	ID Number	Inspection Cost
Centre Plaza Complex	1000 "L" Street	Plunger Hydroelectric (Passenger)	76972	No Charge
Centre Plaza Complex	1000 "L" Street	Plunger Hydroelectric (Freight)	76973	No Charge
John Thurman Field	601 Neece Drive	Hydraulic (Passenger)	4757	No Charge
JPA	1010 10th Street	Gem Eleavontic 311 VVVF	854036	No Charge
JPA	1010 10th Street	Gem Eleavontic 311 VVVF	854037	No Charge
JPA	1010 10th Street	Gem Eleavontic 311 VVVF	854038	No Charge
JPA	1010 10th Street	Gem Eleavontic 311 VVVF	854039	No Charge
King Kennedy Center	601 N. MLK Drive	Lift-chair	None	N/A
McHenry Mansion	906 15th Street	Hydraulic (Passenger)	85760	No Charge
McHenry Museum	1402 "I" Street	Hydraulic (Passenger)	69548	No Charge

Semi-Annual Inspection				
Location	Address	Elevator Type	ID Number	Inspection Cost
Police Dept. Administration	600 10th Street	Plunger Hydroelectric (Passenger)	120151	No Charge
Police Dept. Administration	600 10th Street	Plunger Hydroelectric (Passenger)	120313	No Charge
Police Dept. Operations	601 11th Street	Hydraulic Vertical (Passenger)	39400	No Charge
9th Street Garage	9th & "K" Streets	Overhead Traction (Passenger)	83486	No Charge
9th Street Garage	9th & "K" Streets	Overhead Traction (Passenger)	85777	No Charge
9th Street Garage	9th & "K" Streets	Plunger Hydroelectric (Passenger)	76974	No Charge
10th Street Garage	1010 10th Street	Plunger Hydroelectric (Passenger)	117077	No Charge
11th Street Garage	915 11th Street	Overhead Traction (Passenger)	69529	No Charge

Emergency Service Hourly Service and Repair Rates	
Description	Hourly Rate (Prevailing Wages Required)
Mechanic Straight Time	$325.00/Hour
Mechanic 1.7 Overtime	$450.00/Hour
Mechanic 2.0 Overtime	$495.00/Hour
Mechanic 1.7 Premium Portion Only	$250.00/Hour
Mechanic 2.0 Premium Portion Only	$275.00/Hour
Team Straight Time (Team composition: One mechanic and one helper)	$550.00/Hour
Team 2.0 Overtime (Team composition: One mechanic and one helper)	$810.00/Hour
Team 2.0 Premium Portion Time (Team composition: One mechanic and one helper)	$525.00/Hour

2. TECHNICAL LIAISON:

Building Maintenance Supervisor Ph: (209) 342-2274

The City Representative is not authorized to commit the CITY to changes in specifications, requirements, or scope of work, changes in price(s), period of performance or delivery date(s) or method of shipment. Changes of a contractual or business nature shall be effected only by written change to the contract, issued by the City of Modesto, Purchasing Division.

3. TERM OF CONTRACT:

The term of the contract shall be for a period of two (2) years, with three (3) one-year extension options at the sole discretion of CITY, for a total of five (5) years.

Initial Term: Notice to proceed through September 21, 2017

Year 3: September 22, 2017 through September 21, 2018

Year 4: September 22, 2018 through September 21, 2019

Year 5: September 22, 2019 through September 21, 2020

Pricing shall remain firm for the first two (2) years of the contract.

Price increases for subsequent contract years, three, four and five, shall not exceed the Consumer Price Index (CPI) for West Urban Area in any one contract year, and shall be negotiated through the Purchasing Division. Requests for price increases shall be submitted by CONTRACTOR in writing, sixty (60) days prior to the annual anniversary date of the contract to be effective for the subsequent year.

4. LIABILITY INSURANCE:

CONTRACTOR shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to CITY as may be required by the Risk Manager. The policies or certificates thereof shall provide that,

thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of CITY by registered mail, return receipt requested, for all of the following stated insurance policies.

(a) Workers' Compensation - In compliance with the statutes of the State of California, plus employer's liability with a minimum limit of liability of $1,000,000

(b) General Liability insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. This insurance shall indicate on the certificate of insurance the following coverages and indicate the policy aggregate limit applying to: premises and operations; broad form contractual; independent consultants and subcontractors; products and completed operations as applicable.

(c) Automobile Liability insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and property damage. This insurance shall cover any automobile for bodily injury and property damage.

If at any time any of said policies shall be unsatisfactory to CITY, as to form or substance, or if a company issuing such policy shall be unsatisfactory to CITY, CONTRACTOR shall promptly obtain a new policy, submit the same to Risk Manager of

CITY for approval and submit a certificate thereof as herein above provided. Upon failure of CONTRACTOR to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of CITY, may be forthwith declared suspended, or terminated. Failure of CONTRACTOR to obtain and/or maintain any required insurance shall not relieve CONTRACTOR from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of CONTRACTOR concerning indemnification. CITY, and its agents, officers, employees, and volunteers shall be named as an additional insured on all insurance policies required herein, except Workers' Compensation, Professional Liability and Financial Institution's Fidelity. The Workers' Compensation insurer shall agree to waive all rights of subrogation against CITY, its agents, officers, employees, and volunteers for losses arising from work performed by CONTRACTOR for CITY. CONTRACTOR'S insurance policy(ies) shall include a provision that the coverage is primary as respects CITY; shall include no special limitations to coverage provided to additional insured; and, shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager of CITY. The CONTRACTOR must deliver certificates evidencing existence of the insurance to the City prior to the time contract is signed.

CONTRACTOR agrees to provide CITY with a separate endorsement evidencing proof of City's additional insured status required herein (both general and automobile liability) as well as a separate endorsement for the Workers' Compensation insurer's waiver of all subrogation rights as stated above. Every endorsement shall identify the policy number.

CONTRACTOR shall provide CITY with separate an endorsement evidencing proof of the CITY's additional insured status as to the general liability insurance policy. In addition, CONTRACTOR shall provide CITY with a Workers Compensation subrogation waiver by way of a separate endorsement. All endorsements referenced above must include the applicable policy number.

For any claims related to this project, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

CONTRACTOR further agrees that the amount of insurance required may from time to time be adjusted by CITY's Risk Manager and CONTRACTOR agrees to file a new insurance certificate with CITY's City Clerk evidencing the new amounts after a thirty (30) day written notice from CITY's Risk Manager.

5. PAYMENT:

All invoices shall be paid in full within thirty (30) days after completion and acceptance of the service by the City, and receipt of a properly prepared invoice in duplicate, subject to cash discounts allowed and stated in this proposal document.

Invoice to: City of Modesto
Attn: Accounts Payable
P.O. Box 642
Modesto, CA 95353
Email to: APvendors@modestogov.com

6. INDEMNITY:

The CONTRACTOR shall hold the CITY, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities, judgments or damages from every cause, including but not limited to injury to person or property or wrongful death, including reasonable costs and expenses of defense of any judicial or administrative action, arising directly or indirectly out of any negligent or intentional act or omission of CONTRACTOR, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

CONTRACTOR's obligation to defend, indemnify, and hold the CITY, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for CONTRACTOR to procure and maintain a policy of insurance.

In the indemnity clause contained herein CONTRACTOR agrees to defend, indemnify and hold CITY harmless from the negligence of its employees, among other risks. With reference to the foregoing, the parties agree that all risk of loss, including but not limited to damages, property losses and defense of third party suits, arising out of or relating to the operation of CITY owned vehicles by CONTRACTOR's employees is apportioned to CONTRACTOR in accordance with the provisions contained in Indemnity 6.

7. ARBITRATION:

Any dispute or claim arising or related to this Agreement, its performance, breach, or interpretation (including issues about its validity or enforceability), shall be exclusively, (except as approved below) resolved by final binding arbitration before the American Arbitration Association (AAA), utilizing its Commercial Arbitration Rules. One

Arbitrator shall be selected using AAA procedures. The Arbitrator shall use all reasonable efforts to minimize discovery and to complete the arbitration proceedings as expeditiously as possible. The Arbitrator shall render a written decision within thirty (30) calendar days of the hearing. The Arbitrator will not award attorney's fees, or punitive, incidental, consequential, treble or other multiple or exemplary damages, and the parties hereby agree to waive and not seek such damages. Either party may seek judicial relief to compel the other party to comply with the provisions of this Section, or injunctive or other equitable relief to protect its intellectual property rights, provided (unless prohibited by applicable law) that the remainder of the dispute or claim is submitted to arbitration. The arbitration shall be held in Modesto California; both parties give their irrevocable consent to jurisdiction of courts of or in the State of California, as well as processes of the AAA in California. Awards shall be final, binding and non-appealable (except on the minimal grounds required under the Federal Arbitration Act or other applicable law). All awards may be filed with one or more courts, state, federal or foreign having jurisdiction over the party against whom such award is rendered or its property, as a basis of judgment and of the issuance of execution for its collection.

8. GOVERNING LAW:

This Agreement shall be deemed made in, governed by, performed in, and construed and enforced in accordance with the laws of the State of California, U.S.A., without giving effect to its conflicts of laws provisions or principles.

9. COMMENCEMENT AND COMPLETION OF THE WORK:

The work contemplated herein shall be commenced as soon as possible **after receipt of the Notice to Proceed for this contract.** The Notice to Proceed shall not be issued until the contract administrator receives and has on file:

Proofs of insurance (approved by Risk Management);

Executed Agreement;

a. Resolution No. _____ *attached hereto as Exhibit "A" and made a part hereof;*

b. CONTRACTOR submittal, *attached hereto as Exhibit "B" and made a part hereof;*

c. RFP No. 1415-38 – Elevator Maintenance and Repair Services, *attached hereto as Exhibit "C" and a part hereof;*

d. Technical Specifications and Service Requirements, *attached hereto as Exhibit "D" and a part hereof.*

10. TERMINATION OF SERVICES:

a. The CITY reserves the right to discontinue service with the CONTRACTOR upon failure to meet contractual expectations and/or obligations, as recommended by the Purchasing Manager, or his designee, in conjunction with the using departments.

The CITY reserves the right to review the service CONTRACTOR's performance at any time with or without the knowledge or consent of the CONTRACTOR.

Cancellation of services shall be determined by the collaborative efforts of the Purchasing Manager, or his designee, and using departments, after reviewing the incident(s) of failure to perform.

b. Either party may terminate the contract in its unilateral discretion for any or no reason by providing at least sixty (60) days written notice to the other of its desire to terminate.

11. COMPLIANCE WITH ALL LAWS:

CONTRACTOR hereby agrees that CONTRACTOR and its subcontractors, if any, in the performance of the work described, designated and shown upon the plans herein referred to, will comply with all federal, state, county and municipal laws, rules and regulations which may be applicable to the work herein contracted for, whether now in existence or hereafter adopted.

12. CONTRACT DOCUMENTS:

The complete contract between the parties hereto consists of this agreement and the following documents which are incorporated herein by this reference:

a. Resolution No. _____;

b. CONTRACTOR submittal;

c. RFP No. 1415-38 – Elevator Maintenance and Repair Services;

d. Technical Specifications and Service Requirements;

e. Insurance Certificates, and

f. City of Modesto Standard Specifications and General Provisions.

These documents include important legal requirements, procedures and restrictions and should be reviewed by CONTRACTOR. They are available for review during normal business hours in the Department of Finance, Purchasing Division). All documents specified above are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

13. NOTICES:

Any notice, payment or instrument required or permitted by this Contract to be given or delivered to either party shall be deemed to have been received when personally

delivered, or one calendar week following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

CONTRACTOR: ThyssenKrupp Elevator Corp
940 Riverside Pkwy., Ste. 20
West Sacramento, CA 95605

CITY: City of Modesto
Purchasing Division
P.O. Box 642
Modesto, CA 95353

Each party may change its address for delivery of notice by delivering written notice of such change of address to the other party.

14. SIGNATOR(IES) FOR CONTRACTOR:

The undersigned signator(ies) for CONTRACTOR warrant(s) and represent(s) that he/she/they is/are legally competent to execute the contract and has/have full authority to execute this contract.

15. ASSIGNMENT:

Neither this agreement nor any portion thereof shall be subcontracted or assigned without the written consent of the CITY in each and every instance.

16. MISCELLANEOUS:

Time is of the essence in every provision of this contract.

IN WITNESS WHEREOF, the CITY OF MODESTO, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested by its City Clerk under authority of Resolution No. _____, adopted by the Council of the City of Modesto on the _____-day of _____, 2015 and

_____has caused this Agreement to be duly executed.

CITY OF MODESTO,
A municipal corporation

By:_____
JAMES N. HOLGERSSON
CITY Manager

ATTEST:

By:_____
STEPHANIE LOPEZ
CITY Clerk

(SEAL)

APPROVED AS TO FORM:
ADAM LINDGREN,
CITY Attorney

By:_____
ROLAND R. STEVENS
Special Counsel

By:_____
BEVERLY JENSEN
Interim Risk Manager

THYSSENKRUPP ELEVATOR CORP

By:_____
(Signature)

By:_____
(Name & Title)

Date:_____

By:_____
(Signature)

_____
(Name & Title)

Date:_____

Signature Requirements
Corporation:
1.Signature of two (2) officers
or
2.Signature of one (1) officer plus the corporate seal.

Partnership: Signature of one partner
Sole Proprietorship: Signature of proprietor

Fiscal Impact

Elevator Maintenance and Repair Services

Cultural Services Fund	CED Department	4700-14940-53100	$3,480
General Fund	PW Department	0100-52160-53300	$1,740
General Fund	PW Department	0100-33310-53300	$1,140
General Fund	PW Department	0100-34130-53300	$1,740
General Fund	PW Department	0100-34120-53300	$1,740
General Fund	MPD Department	0100-19490-52300	$4,380
Parking Fund	PW Department	4000-53250-53300	$15,900
TSP Fund	JPA	6500-76500-53300	$16,560
Annual Total:			$46,680

RFP No. 1415-38 ELEVATOR MAINTENANCE AND REPAIR

SCORING ABSTRACT

Categories	Possible Points	Elevator Industries, Inc.	ThyssenKrupp Elevator Corp.
References	5	4	3
Experience	30	22	28
Contractor/Service Tech Locations	15	9	15
Warranties	20	19	20
Cost	30	30	25
TOTAL	100	84	91
		Sacramento, CA	*West Sacramento, CA*

FINANCIAL INTEREST DISCLOSURE

All persons included within the meaning of either of the following tests have a material financial interest in an agreement, or application for development rights, submitted for approval or disapproval by the City Council, and shall be identified by the applicant, by name.

Tests of Materiality:

1. Whether it is foreseeable to a reasonable person that the value of their interest in property available for use by an applicant, or their interest in the applicant itself, may increase or decrease by an amount greater than $2,000.00 as a direct or indirect result of Council action on the applicant's agreement or application for development rights.

2. Whether it is foreseeable to a reasonable person that the person's gross income from the applicant may increase or decrease by a sum greater than $2,000.00 as a direct or indirect result of Council action on the agreement or application for development rights.

It is the legal obligation of all applicants for approval of an agreement or of an application for development rights to verify in writing, under penalty of perjury, that the identity of each person having a material financial interest in the agreement or application or development rights is true, correct and complete. The applicant understands that this information is provided under penalty of perjury, and that intentionally supplying misinformation or deception may result in either invalidation of the agreement or application, or criminal prosecution for misdemeanor violation of the Modesto Municipal Code, or both. Negligent provision of misinformation shall be grounds for invalidation. In accordance with the Modesto Municipal Code, each applicant has a continuing obligation to maintain the truth, accuracy and completeness of the financial interest disclosure information provided below until after final consideration by the City Council of any matter arising out of or relating to the agreement or application.

By signing this document I agree to the information contained within.

COMPANY NAME: ThyssenKrupp Elevator

APPLICANT'S NAME (SIGNATURE):

Thomas Krimmel / Account Manager
APPLICANT'S NAME/TITLE (PRINT):

07/13/15
DATE:

Applicable Names:

(See attached list)

Questions concerning the application of either test to particular facts should be resolved in advance of Council action by agreement with the department head recommending approval of its agreement/application.

DIRECTOR

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-353

RESOLUTION AUTHORIZING THE AWARD OF BID AND CONTRACT FOR THE REMODEL AND REHABILITATION OF TWO (2) PORTABLE BUILDINGS FOR THE MODESTO POLICE DEPARTMENT TO JHK CONSTRUCTION, INC., ESCALON, CA, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONTRACT FOR AN ESTIMATED TOTAL COST OF $95,750

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for the remodel and rehabilitation of two (2) portable buildings, and

WHEREAS, the Purchasing Division issued RFB No. 1516-04 on the City's website under the commodity code for building construction, maintenance and repair to twelve (12) prospective bidders, three (3) of which were local companies, and

WHEREAS, eight (8) companies chose to download the RFB document, and

WHEREAS, bids were formally opened in the City Clerk's Office. One company chose to respond. The company responding provided a responsive and responsible bid, and

WHEREAS, based on providing a responsive and responsible bid, City staff recommends the award of bid for the remodel and rehabilitation of two (2) portable buildings for the Modesto Police Department to JHK Construction, Inc., Escalon, CA, for an estimated total cost of $95,750, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. The award of bid for the remodel and rehabilitation of two (2) portable buildings for the Modesto Police Department to JHK Construction, Inc., Escalon, CA, conforms to the Modesto Municipal Code 8-3.203, and

WHEREAS, funds are budgeted for this Multi-Year Project, in Appropriation Unit: 1340-19998-53300-100831.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of bid and contract for the remodel and rehabilitation of two (2) portable buildings for the Modesto Police Department to JHK Construction, Inc., Escalon, CA.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the contract for an estimated total cost of $95,750, substantially in the form **attached** hereto and as approved by the City Attorney.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 22nd day of September, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

SAMPLE AGREEMENT

This Agreement, made and entered into in the City of Modesto, State of California, this ____ day of _____, 2015, by and between the City of Modesto, a municipal corporation of the State of California, hereinafter called CITY, and JHK Construction, Inc., hereinafter called CONTRACTOR,

W I T N E S S E T H:

WHEREAS, the Modesto City Council adopted Resolution No. 2015-XXX authorizing the award of bid and contract for the furnishing of remodel and rehabilitation of portable buildings at the Tactical Training Facility as described in RFB No. 1516-04 to CONTRACTOR, *attached hereto as Exhibit "A" and made a part hereof*, and

WHEREAS, the CONTRACTOR provided a responsive and responsible submittal that best meets the CITY needs, *attached hereto as Exhibit "B" and made a part hereof*, and

WHEREAS, the CITY and CONTRACTOR shall enter into an agreement for the furnishing of remodel and rehabilitation of portable buildings at the Tactical Training Facility project, as described in RFB No. 1516-04, *attached hereto as Exhibit "C" and made a part hereof*, and

WHEREAS, the CONTRACTOR shall provide services as described in Technical Specifications and Service Requirements, *attached hereto as Exhibit "D" and made a part hereof*, and

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF WORK:

   a. CONTRACTOR shall furnish all labor, materials, equipment,

permits, fuel, tools, licenses, bonds and insurance necessary to perform and complete the required project, as specified in Exhibit "C", and in strict accordance with the conditions of the complete Contract.

b. CONTRACTOR shall do and perform the work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Technical Liaison.

c. CONTRACTOR will perform its duties under this Agreement in accordance with the standard(s) of care prevailing in its industry.

d. CONTRACTOR shall maintain proper insurance with the CITY for the duration of the contract.

e. CONTRACTOR shall maintain a CITY business license for the duration of the contract.

f. CONTRACTOR will pay prevailing wages and keep certified payroll for the duration of the contract.

g. CONTRACTOR shall furnish services for the contracted project amount of: $92,600.00.

Contractor's Bid

Item Description	Quantity	Cost
Classroom Interior Remodel Product and Materials (all inclusive)	1-Lot	$6,000.00
Classroom Interior Remodel Labor (all inclusive)	1-Job	$3,800.00
Classroom and Office Building Interior Remodel Product and Materials (all inclusive)	1-Lot	$12,600.00
Classroom and Office Building Interior Remodel Labor (all inclusive)	1-Job	$8,500.00

Contractor's Bid (Continued)

Item Description	Quantity	Cost
Classroom and Office Building Exterior Rehabilitation Product and Materials (all inclusive)	1-Lot	$22,700.00
Classroom and Office Building Exterior Rehabilitation Labor (all inclusive)	1-Job	$37,000.00
Faithful Performance Bond for project	1-Each	$1,000.00
Payment Bond for project	1-Each	$1,000.00
Sales Tax 7.625% (Product and Materials)	1-Lot	$3,149.13
Total Project Cost (including cost of bonds)		$95,749.13

All dry rot shall be repaired upon agreement with Police Department. Cost is not included in Contractor's bid price as this work is unknown until building is stripped.	
Dry Rot Repair Labor (all inclusive)	$20.00/Foot

2. TECHNICAL LIAISON:

The CITY Technical Liaison for this project is:

Burl Condit Ph: (209) 491-4460

The Technical Liaison is not authorized to commit the CITY to changes in specifications, requirements, or scope of work, changes in price(s), period of performance or delivery date(s) or method of shipment. Changes of a contractual or business nature shall be effected only by written change to the contract, issued by the City of Modesto, Purchasing Division.

3. LIABILITY INSURANCE:

CONTRACTOR shall provide at its own expense and maintain at all times the following insurance with insurance companies currently licensed in the State of California and shall provide evidence of such insurance to the City as may be required by the Risk Manager of

the City. The policies or certificates thereof shall provide that, 30 calendar days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the City by certified mail, return receipt requested, for all of the following stated insurance policies.

(a) Worker's Compensation Insurance - in compliance with the statutes of the State of California, plus employer's liability with a minimum limit of liability of **$1,000,000**.

(b) General Liability Insurance - a minimum limit of liability per occurrence of **$1,000,000** for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. This insurance shall indicate on the certificate of insurance the following coverages and indicate the policy aggregate limit applying to: premises and operations; broad form contractual; independent contractors and subcontractors; products and completed operations as applicable.

(c) Automobile Liability Insurance - a minimum limit of liability per occurrence of **$1,000,000** for bodily injury and property damage. This insurance shall cover any automobile for bodily injury and property damage.

(d) Builder's Risk Insurance - a minimum limit of the complete project valuation and any bid alternates, if applicable.

If at any time any of said insurance policies are unsatisfactory to the City, as to form or substance, or if an insurance company issuing such policy is unsatisfactory to the City, the CONTRACTOR shall promptly obtain a new policy, submit the same to the Risk Manager

for approval and submit a certificate thereof as herein required. Upon failure of the CONTRACTOR to furnish, deliver or maintain such insurance and certificates as herein required, this Contract, at the election of the City, may be forthwith declared suspended, or terminated. Failure of the CONTRACTOR to obtain and/or maintain any required insurance shall not relieve the CONTRACTOR from any liability under this Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the CONTRACTOR concerning indemnification. The City, its agents, officers, employees, and volunteers shall be named as an additional insured on all insurance policies required herein, except Worker's Compensation. The Worker's Compensation insurer shall agree to waive all rights of subrogation against the City, its agents, officers, employees, and volunteers for losses arising from work performed by CONTRACTOR for the City. The CONTRACTOR'S insurance policy(ies) shall include a provision that the coverage is primary as respects the City; shall include no special limitations to coverage provided to additional insured; and, shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the City Risk Manager. The CONTRACTOR must deliver certificates evidencing existence of the insurance listed above to the City Clerk at the time the Contract is signed.

CONTRACTOR shall provide CITY with separate endorsements evidencing proof of the CITY's additional insured status as to <u>both</u> the general liability and automobile liability insurance policies. In addition, CONTRACTOR shall provide CITY with a Worker's Compensation subrogation waiver by way of a separate endorsement. All endorsements referenced above must include the applicable policy number.

For any claims related to this project, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and

volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

4. INDEMNITY:

The CONTRACTOR shall hold the CITY, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities, judgments or damages from every cause, including but not limited to injury to person or property or wrongful death, including reasonable costs and expenses of defense of any judicial or administrative action, arising directly or indirectly out of any negligent or intentional act or omission of CONTRACTOR, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

CONTRACTOR's obligation to defend, indemnify, and hold the CITY, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for CONTRACTOR to procure and maintain a policy of insurance.

In the indemnity clause contained herein, CONTRACTOR agrees to defend, indemnify and hold CITY harmless from the negligence of its employees, among other risks. With reference to the foregoing, the parties agree that all risk of loss, including but not limited to damages, property losses and defense of third party suits, arising out of or relating to the operation of CITY owned vehicles by CONTRACTOR's employees is apportioned to CONTRACTOR in accordance with the provisions contained in Indemnity 3.

5. BONDS.

The CONTRACTOR shall furnish CITY the following separate surety bonds:

a. Faithful Performance Bond. Within ten (10) days of the execution of this Contract and prior to commencement of work, the CONTRACTOR shall furnish a separate surety bond in an amount of $95,749.13, shall be for the faithful performance of the contract, shall be approved by CITY, and shall be secured from a surety or sureties satisfactory to CITY.

b. Payment Bond. Within ten (10) days of the execution of this Contract and prior to commencement of work, the CONTRACTOR shall furnish a separate surety bond in an amount of $95,749.13, as security for the payment of all persons for furnishing materials, provisions, or other supplies, or items, used in, upon, for, or about the performance of the work contracted to be done; or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond.

6. PAYMENT:

The Contractor shall invoice the City after the completion of the project. All invoices shall be paid in full within thirty (30) days after completion and acceptance of the project by the City, and receipt of a properly prepared invoice in duplicate, subject to cash discounts allowed and stated in this proposal document.

Invoice to: City of Modesto
Attn: Accounts Payable
P.O. Box 642
Modesto, CA 95353

7. ARBITRATION:

Any dispute or claim arising or related to this Agreement, its performance, breach, or interpretation (including issues about its validity or enforceability), shall be

exclusively, (except as approved below) resolved by final binding arbitration before the American Arbitration Association (AAA), utilizing its Commercial Arbitration Rules. One Arbitrator shall be selected using AAA procedures. The Arbitrator shall use all reasonable efforts to minimize discovery and to complete the arbitration proceedings as expeditiously as possible. The Arbitrator shall render a written decision within thirty (30) calendar days of the hearing. The Arbitrator will not award attorney's fees, or punitive, incidental, consequential, treble or other multiple or exemplary damages, and the parties hereby agree to waive and not seek such damages. Either party may seek judicial relief to compel the other party to comply with the provisions of this Section, or injunctive or other equitable relief to protect its intellectual property rights, provided (unless prohibited by applicable law) that the remainder of the dispute or claim is submitted to arbitration. The arbitration shall be held in Modesto California; both parties give their irrevocable consent to jurisdiction of courts of or in the State of California, as well as processes of the AAA in California. Awards shall be final, binding and non-appealable (except on the minimal grounds required under the Federal Arbitration Act or other applicable law). All awards may be filed with one or more courts, state, federal or foreign having jurisdiction over the party against whom such award is rendered or its property, as a basis of judgment and of the issuance of execution for its collection.

8. GOVERNING LAW:

This Agreement shall be deemed made in, governed by, performed in, and construed and enforced in accordance with the laws of the State of California, U.S.A., without giving effect to its conflicts of laws provisions or principles.

9. COMMENCEMENT AND COMPLETION OF THE WORK:

The work contemplated herein shall be commenced as soon as possible **after receipt of the Notice to Proceed for this contract.** The Notice to Proceed shall not be issued until the contract administrator receives and has on file:

Proofs of insurance (approved by Risk Management);

Executed Agreement;

a. Resolution No. 2015-XXX *attached hereto as Exhibit "A" and made a part hereof;*

b. CONTRACTOR submittal, *attached hereto as Exhibit "B" and made a part hereof;*

c. RFB No. 1516-04, *attached hereto as Exhibit "C" and a part hereof;*

d. Technical Specifications and Service Requirements, *attached hereto as Exhibit "D" and made a part hereof;*

e. Bonds;

f. CITY business license

10. TERMINATION OF CONTRACT.

Termination by City for Default of Contractor

Should Contractor default in the performance of this Contract or materially breach any of its provisions, at its option, City may terminate this Contract by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Contract shall include, but not be limited to, any of the following: failure to perform required services or duties, willful destruction of City's property by Contractor, dishonesty or theft. Such termination shall be in accordance with

Section 8.06 of the General Provisions of City's Standard Specifications.

If this Contract is terminated, Contractor shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work.

The Contractor understands and agrees that City may, in City's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor on the project prior to the termination date and which remain unacceptable and/or not useful to City as of the termination date. When these provisions contradict those found in the General Provisions of City's Standard Specifications, the latter shall prevail.

Termination by City for Convenience

The City may terminate the Contractor's performance under the Contract, either in whole or in part, at its own discretion or when conditions encountered during the Work make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Contract by act of God, by law, or by official action of a public authority, or upon a determination that such termination is in the best interest and convenience of the City, or whenever the City is prohibited from completing the Work for any reason. The City shall provide no less than ten (10) days written notice of its intent to terminate the Contract for convenience, and shall endeavor to provide the Contractor with consultation with the City prior to termination.

A. Upon receipt of a written notice of termination pursuant to this section, the Contractor shall:

1. Cease its work as directed in the notice of termination as of the termination date and see to it that its employees,

subcontractors and agents are notified of such termination and act as specified in the notice of termination;

2. Terminate all orders and Subcontractors except as necessary to complete any portion of the Work that is not terminated;

3. If directed in writing by the City to do so, assign all right, title and interest in subcontracts and materials in progress to City, in which case the City will have the right at its discretion to settle, or pay any or all claims arising out of the termination of such subcontractors, but in no event shall recovery by any Contractor or subcontractor include lost profits for portions of the Work not completed or undertaken, including materials not delivered;

4. Deliver or otherwise make available to the City all data, drawings, specifications, reports, estimates, summaries and such other information and material as may have been accumulated by the Contractor in performing the Work whether completed or in process;

5. Settle outstanding liabilities and claims, subject to the approval of City;

6. Complete performance of such part of the Work as has not been terminated;

7. Take such other actions as may be necessary, or as may be

directed by the City for the protection and preservation of the Work and/or property related to the Work;

8. If City so requests, and at City's cost, Contractor shall provide sufficient oral or written status reports to make City reasonably aware of the status of Contractor's work on the project.

B. City will pay Contractor an amount based on the percentage of work completed in accordance with the notice of termination. The final payment to the Contractor after termination for convenience shall be limited to amounts due and owing under the Contract at time of termination, including the following:

1. Any actual costs incurred by the Contractor for restocking charges;
2. The agreed upon price of protecting the Work in any manner, if any, as directed by the City;
3. The cost of settling and paying valid claims arising out of the termination of the Work such as subcontract agreements or contracts for materials;
4. The contract price allocable to the portion of the Work properly performed or goods supplied by the Contractor as of the date of termination, as determined in accordance with the notice of termination, reduced by any sums previously paid to the Contractor.

C. The City shall have the right to withhold any portion or the whole of

the final payment under this provision in the event there are any outstanding Claims for compensation asserted either by the City against the Contractor or by any third party against the City or the Contractor which arise out of the Contractor's work.

Voluntary Termination

The parties may also terminate this Contract upon mutual written agreement.

Authorization to Terminate Contract

Termination of the Contract may be invoked by the City Manager, or his/her designee, subject to the right of the Contractor to appeal the City Manager, or his/her designee's, decision to the City Council. The Contractor shall appeal by notifying the City Clerk in writing within ten (10) business days of receipt of notification from City to terminate the Contract. In the event that termination of this contract is upheld by the City Council, any cessation of payment of delay claims, extended claims, Eichleay claims, or any other claims for delay shall be retroactive to the date of termination selected by the City Manager, or his/her designee.

11. COMPLIANCE WITH ALL LAWS:

CONTRACTOR hereby agrees that CONTRACTOR and its subcontractors, if any, in the performance of the work described, designated and shown upon the plans herein referred to, will comply with all federal, state, county and municipal laws, rules and regulations which may be applicable to the work herein contracted for, whether now in existence or hereafter adopted.

12. CONTRACT DOCUMENTS:

The complete contract between the parties hereto consists of this agreement and the following documents, which are incorporated herein by this reference:

a. Resolution No. 2015-XXX;

b. CONTRACTOR submittal;

c. RFB No. 1516-04;

d. Technical Specifications and Service Requirements;

d. Bonds;

e. Insurance Certificates;

f. CITY business license, and

g. City of Modesto Standard Specifications and General Provisions.

These documents include important legal requirements, procedures and restrictions and should be reviewed by CONTRACTOR. They are available for review during normal business hours in the Department of Finance, Purchasing Division). All documents specified above are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

13. NOTICES:

Any notice, payment or instrument required or permitted by this Contract to be given or delivered to either party shall be deemed to have been received when personally delivered, or one calendar week following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

CONTRACTOR: JHK Construction, Inc.
27727 E. Tiffani Lane
Escalon, CA 95320

CITY: City of Modesto
Purchasing Division
P.O. Box 642
Modesto, CA 95353

Each party may change its address for delivery of notice by delivering written notice of such change of address to the other party.

14. SIGNATOR(IES) FOR CONTRACTOR:

The undersigned signator(ies) for CONTRACTOR warrant(s) and represent(s) that he/she/they is/are legally competent to execute the contract and has/have full authority to execute this contract.

15. ASSIGNMENT:

Neither this agreement nor any portion thereof shall be subcontracted or assigned without the written consent of the CITY in each and every instance.

16. MISCELLANEOUS:

Time is of the essence in every provision of this contract.

IN WITNESS WHEREOF, the CITY OF MODESTO, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested by its City Clerk under authority of the City of Modesto on the _____-day of _____, 2015 and _____ has caused this Agreement to be duly executed.

CITY OF MODESTO,
A municipal corporation

By:_____
JAMES N. HOLGERSSON
City Manager

ATTEST:

By:_____
STEPHANIE LOPEZ
CITY Clerk

(SEAL)

APPROVED AS TO FORM:
ADAM U. LINDGREN
City Attorney

By:_____
ROLAND R. STEVENS
Special Counsel

By:_____
Beverly Jensen
Interim Risk Manager

JHK CONSTRUCTION, INC.

By:_____
(Signature)

By:_____
(Name and Title)

Date:_____

By:_____
(Signature)

_____
(Name and Title)

Date:_____

Signature Requirements
Corporation:
1. Signature of two (2) officers
or
2. Signature of one (1) officer plus the corporate seal.

Partnership: Signature of one partner
Sole Proprietorship: Signature of proprietor

CITY OF MODESTO

RFB NO. 1516-04 REMODEL AND REHABILITATION OF TWO (2) PORTABLE BUILDINGS

Escalon, CA

JHK Construction, Inc.

ITEM/DESCRIPTION	QTY	UNIT	COST
Classroom Interior Remodel (Products and Materials)	1	Lot	$6,000.00
Classroom Interior Remodel (Labor)	1	Job	$3,800.00
Classroom and Office Building Interior Remodel (Products and Materials)	1	Lot	$12,600.00
Classroom and Office Building Interior Remodel (Labor)	1	Job	$8,500.00
Classroom and Office Building Interior Rehabilitation (Products and Materials)	1	Lot	$22,700.00
Classroom and Office Building Interior Rehabilitation (Products and Materials)	1	Job	$37,000.00
Faithful Performance Bond	1	Each	$1,000.00
Payment Bond	1	Each	$1,000.00
Sales Tax 7.625%			$3,149.13
Total Project Cost			$95,749.13

Dry Rot (unknown damage): $20.00/sq. foot

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-354

RESOLUTION AUTHORIZING THE AWARD OF BID AND CONTRACT FOR THE FURNISHING OF ROCKWELL REJUVENATION SERVICES FOR THE UTILITIES DEPARTMENT, STORMWATER COLLECTIONS DIVISION TO FOX LOOMIS, INC., SACRAMENTO, CA, FOR A TWO (2) YEAR AGREEMENT WITH THREE (3) ONE-YEAR EXTENSION OPTIONS AT THE SOLE DISCRETION OF THE CITY, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONTRACT FOR AN ESTIMATED ANNUAL COST OF $644,100, AND OVER FIVE (5) YEARS OF $3,220,500

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for the furnishing of rockwell rejuvenation services, and

WHEREAS, the Purchasing Division issued RFB No. 1415-19 on the City's website under the commodity code for well services, maintenance and repairs to twenty-one (21) prospective bidders, two (2) of which were local companies, and

WHEREAS, five (5) companies chose to download the RFB document, and

WHEREAS, bids were formally opened in the City Clerk's Office. One company chose to respond. The company responding provided a responsive and responsible bid, and

WHEREAS, based on providing a responsive and responsible bid, City staff recommends the award of bid and contract for the furnishing of rockwell rejuvenation services for the Utilities Department, Stormwater Collections Division to Fox Loomis, Inc., Sacramento, CA, for a two (2) year agreement with three (3) one-year extension options at the sole discretion of the City, for an estimated annual cost of $644,100, and over five (5) years of $3,220,500, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services

to be formally bid. The award of bid and contract for the furnishing of rockwell rejuvenation services for the Utilities Department, Stormwater Collections Division to Fox Loomis, Inc., Sacramento, CA, conforms to Modesto Municipal Code 8-3.203, and

WHEREAS, funds are budgeted in Fiscal Year 2015-16, in Appropriation Unit: 4480-44222-53100.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of bid and contract for the furnishing of rockwell rejuvenation services for the Utilities Department, Stormwater Collections Division to Fox Loomis, Inc., Sacramento, CA, for a two (2) year agreement with three (3) one-year extension options at the sole discretion of the City.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the contract for an estimated annual cost of $644,100, **attached** hereto in substantially the same form as **Exhibit A** and as approved by the City Attorney.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 22nd day of September, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

SAMPLE AGREEMENT

This Agreement, made and entered into in the City of Modesto, State of California, this ____ day of _____, 2015, by and between the City of Modesto, a municipal corporation of the State of California, hereinafter called CITY, and Fox Loomis, Inc., hereinafter called CONTRACTOR,

W I T N E S S E T H:

WHEREAS, the Modesto City Council adopted Resolution No. 2015-_____ authorizing the award of bid and contract for the furnishing of rockwell rejuvenation services to CONTRACTOR, *attached hereto as Exhibit "A" and made a part hereof*, and

WHEREAS, the CONTRACTOR provided a responsive and responsible submittal that best meets the CITY needs, *attached hereto as Exhibit "B" and made a part hereof*, and

WHEREAS, the CITY and CONTRACTOR shall enter into an agreement for the furnishing of rockwell rejuvenation services, as described in RFB No. 1415-19, *attached hereto as Exhibit "C" and made a part hereof*, and

WHEREAS, the CONTRACTOR shall provide services as described in Technical Specifications and Service Requirements, *attached hereto as Exhibit "D" and made a part hereof*, and

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF WORK:

a. CONTRACTOR shall furnish all labor, materials, equipment, fuel, tools, licenses, bonds and insurance necessary to provide rockwell rejuvenation services as specified in Exhibit "C", and in strict accordance with the conditions of the complete Contract.

b. CONTRACTOR shall do and perform the work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the City Technical Liaison.

d. CONTRACTOR will perform its duties under this Agreement in accordance with the standard(s) of care prevailing in its industry.

e. CONTRACTOR shall maintain proper insurance with the CITY for the duration of the contract.

f. CONTRACTOR shall maintain a CITY business license for the duration of the contract.

g. CONTRACTOR will pay prevailing wages and keep certified payroll for the duration of the contract.

h. CONTRACTOR shall furnish services as defined in Exhibit "C" for the contracted project amount of: $644,100.

Contractual Rates

Rockwell Rejuvenation (Modesto, Parish, County Specification)	
Item Description	Unit Price (Per Rockwell)
Vacuum down existing rockwell 18' below grade	$600.00
Remove existing corrugated core pipe	$100.00
Re-drill existing rockwell to its maximum depth of 50'	$1,340.00
Install new 8" x 20' SDR-35 core pipe with 9-1/2" core screen	$300.00
New washed 1-1/2" drain rock	$450.00
Disposal of re-drilled soils and old core pipe	$350.00
Furnish traffic control (start through finish of rejuvenation)	$250.00
Total price for one Rockwell Rejuvenation	$3,390.00

New Rockwell (Well cap to be completed by City forces)	
Item Description	Unit Price (Per Rockwell)
Drill new 30" well to a maximum depth of 50'	$1,940.00
Install new 8" x 20' SDR-35 core pipe with 9-1/2" core screen	$300.00
Fill well with new washed 1-1/2" drain rock	$900.00
Furnish traffic control (start through completion)	$250.00
Total Price for Drilling New Well	$3,390.00

Faithful Performance Bond:	$1,200.00/Year
Payment Bond:	$1,200.00/Year

Rockwell Rejuvenation – ALTERNATE BID ITEM (Modesto Specification – Low Overhead <15' clearance)	
	Unit Price (Per Rockwell)
Vacuum down existing rockwell 18' below grade	$600.00
Remove existing corrugated core pipe	$100.00
Re-drill existing rockwell to its maximum depth of 50'	$1,340.00
Install new 8" x 20' SDR-35 core pipe with 9-1/2" core screen	$300.00
New washed 1-1/2" drain rock	$450.00
Disposal of re-drilled soils and old core pipe	$350.00
Furnish traffic control (start through finish of rejuvenation)	$250.00
Total Price for one Rockwell Rejuvenation	$3,390.00

2. CITY TECHNICAL LIAISON:

Wastewater Collections Supervisor Ph: (209) 577-6234

The Technical Liaison is not authorized to commit the CITY to changes in specifications, requirements, or scope of work, changes in price(s), period of performance or delivery date(s) or method of shipment. Changes of a contractual or business nature shall be effected only by written change to the contract, issued by the City of Modesto, Purchasing Division.

3. TERM OF CONTRACT:

The term of the contract shall be for a period of two (2) years, with three (3) one-year extension options at the sole discretion of CITY, for a total of five (5) years.

Initial Term: Notice to Proceed through September 21, 2017

Year 3: September 22, 2017 through September 21, 2018

Year 4: September 22, 2018 through September 21, 2019

Year 5: September 22, 2019 through September 21, 2020

Pricing shall remain firm for the first two (2) years of the contract.

Price increases for subsequent contract years, three, four and five, shall not exceed the Consumer Price Index (CPI) for West Urban Area in any one contract year, and shall be negotiated through the Purchasing Division. Requests for price increases shall be submitted by CONTRACTOR in writing, sixty (60) days prior to the annual anniversary date of the contract to be effective for the subsequent year.

4. LIABILITY INSURANCE:

CONTRACTOR shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the CITY as may be required by the Risk Manager of the CITY. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the CITY by certified mail, return receipt requested, for all of the following stated insurance policies.

(a) Worker's Compensation - in compliance with the statutes of the State of California, plus employer's liability with a minimum limit of liability of $1,000,000.

(b) General Liability insurance with a minimum limit of liability per occurrence of $2,000,000 for bodily injury, personal injury and property damage. If Commercial

General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. This insurance shall indicate on the certificate of insurance the following coverages and indicate the policy aggregate limit applying to: premises and operations; independent contractors and subcontractors; products and completed operations as applicable.

(c) Automobile Liability insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and property damage. This insurance shall cover any automobile for bodily injury and property damage.

If at any time any of said policies shall be unsatisfactory to the CITY, as to form or substance, or if a company issuing such policy shall be unsatisfactory to the CITY, the CONTRACTOR shall promptly obtain a new policy, submit the same to the Risk Manager for approval and submit a certificate thereof as hereinabove provided. Upon failure of the CONTRACTOR to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of the CITY, may be forthwith declared suspended, or terminated. Failure of the CONTRACTOR to obtain and/or maintain any required insurance shall not relieve the CONTRACTOR from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the CONTRACTOR concerning indemnification. The CITY, its agents, officers, employees, and volunteers shall be named as an additional insured on all insurance policies required herein, except Workers' Compensation and Professional Liability. The Workers' Compensation insurer shall agree to waive all rights of subrogation against the CITY, its agents, officers, employees, and volunteers for losses arising from work performed by CONTRACTOR for the CITY. The

CONTRACTOR's insurance policy(ies) shall include a provision that the coverage is primary as respects the CITY; shall include no special limitations to coverage provided to additional insured; and, shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager. The CONTRACTOR must deliver certificates evidencing existence of the insurance listed above to the CITY Clerk at the time the contract is signed.

CONTRACTOR shall provide CITY with separate endorsements evidencing proof of the CITY's additional insured status as to <u>both</u> the general liability and automobile liability insurance policies. In addition, CONTRACTOR shall provide CITY with a Workers Compensation subrogation waiver by way of a separate endorsement. All endorsements referenced above must include the applicable policy number.

For any claims related to this project, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

5. <u>INDEMNITY</u>:

The CONTRACTOR shall hold the CITY, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities, judgments or damages from every cause, including but not limited to injury to person or property or wrongful death, including reasonable costs and expenses of defense of any judicial or administrative action, arising directly or indirectly out of any negligent or intentional

act or omission of CONTRACTOR, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

CONTRACTOR's obligation to defend, indemnify, and hold the CITY, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for CONTRACTOR to procure and maintain a policy of insurance.

In the indemnity clause contained herein, CONTRACTOR agrees to defend, indemnify and hold CITY harmless from the negligence of its employees, among other risks. With reference to the foregoing, the parties agree that all risk of loss, including but not limited to damages, property losses and defense of third party suits, arising out of or relating to the operation of CITY owned vehicles by CONTRACTOR's employees is apportioned to CONTRACTOR in accordance with the provisions contained in Indemnity 5.

6. BONDS.

CONTRACTOR shall furnish CITY, within ten (10) days of the execution of this contract and prior to commencement of work, the following separate surety bonds:

a. Faithful Performance Bond. Said bond shall be in an amount of $100,000, shall be for the faithful performance of the contract, shall be approved by CITY, and shall be secured from a surety or sureties satisfactory to CITY.

b. Payment Bond. CONTRACTOR shall furnish a separate surety bond in an amount of $150,000 as security for the payment of all persons for furnishing materials, provisions, or other supplies, or items, used in, upon, for, or about the performance of the work contracted to be done; or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or

labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond.

7. PAYMENT:

The Contractor shall invoice the City after the completion of the project. All invoices shall be paid in full within thirty (30) days after completion and acceptance of the project by the City, and receipt of a properly prepared invoice in duplicate, subject to cash discounts allowed and stated in this document.

Invoice to: City of Modesto
Attn: Accounts Payable
P.O. Box 642
Modesto, CA 95353

8. ARBITRATION:

Any dispute or claim arising or related to this Agreement, its performance, breach, or interpretation (including issues about its validity or enforceability), shall be exclusively, (except as approved below) resolved by final binding arbitration before the American Arbitration Association (AAA), utilizing its Commercial Arbitration Rules. One Arbitrator shall be selected using AAA procedures. The Arbitrator shall use all reasonable efforts to minimize discovery and to complete the arbitration proceedings as expeditiously as possible. The Arbitrator shall render a written decision within thirty (30) calendar days of the hearing. The Arbitrator will not award attorney's fees, or punitive, incidental, consequential, treble or other multiple or exemplary damages, and the parties hereby agree to waive and not seek such damages. Either party may seek judicial relief to compel the other party to comply with the provisions of this Section, or injunctive or other equitable relief to protect its intellectual property rights, provided (unless prohibited by applicable law) that the remainder of the dispute or claim is submitted to arbitration. The arbitration shall be held in Modesto California; both

parties give their irrevocable consent to jurisdiction of courts of or in the State of California, as well as processes of the AAA in California. Awards shall be final, binding and non-appealable (except on the minimal grounds required under the Federal Arbitration Act or other applicable law). All awards may be filed with one or more courts, state, federal or foreign having jurisdiction over the party against whom such award is rendered or its property, as a basis of judgment and of the issuance of execution for its collection.

9. GOVERNING LAW:

This Agreement shall be deemed made in, governed by, performed in, and construed and enforced in accordance with the laws of the State of California, U.S.A., without giving effect to its conflicts of laws provisions or principles.

10. COMMENCEMENT AND COMPLETION OF THE WORK:

The work contemplated herein shall be commenced as soon as possible **after receipt of the Notice to Proceed for this contract.** The Notice to Proceed shall not be issued until the contract administrator receives and has on file:

Proofs of insurance (approved by Risk Management);

Executed Agreement;

a. Resolution No.2015-_____ *attached hereto as Exhibit "A" and made a part hereof;*

b. CONTRACTOR submittal, *attached hereto as Exhibit "B" and made a part hereof;*

c. RFP No. 1415-19 – Rockwell Rejuvenation Services and addenda, *attached hereto as Exhibit "C" and a part hereof;*

d. Bonds required by the Project Specifications (Approved by the City Attorney);

e. CITY Business License

against any defective work or labor done or defective materials furnished.

11. COMPLIANCE WITH ALL LAWS. CONTRACTOR hereby agrees that it and all subcontractors, if any, in the performance of the work described, designated and shown upon the Plans and the Project Specifications herein referred to, will comply with all federal, state, county and municipal laws, rules and regulations which may be applicable to the work herein contracted for, whether now in existence or hereafter adopted.

12. TERMINATION OF CONTRACT.

Termination by City for Default of Contractor

Should Contractor default in the performance of this Contract or materially breach any of its provisions, at its option, City may terminate this Contract by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Contract shall include, but not be limited to, any of the following: failure to perform required services or duties, willful destruction of City's property by Contractor, dishonesty or theft. Such termination shall be in accordance with Section 8.06 of the General Provisions of City's Standard Specifications.

If this Contract is terminated, Contractor shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work.

The Contractor understands and agrees that City may, in City's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were

performed by Contractor on the project prior to the termination date and which remain unacceptable and/or not useful to City as of the termination date. When these provisions contradict those found in the General Provisions of City's Standard Specifications, the latter shall prevail.

Termination by City for Convenience

The City may terminate the Contractor's performance under the Contract, either in whole or in part, at its own discretion or when conditions encountered during the Work make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Contract by act of God, by law, or by official action of a public authority, or upon a determination that such termination is in the best interest and convenience of the City, or whenever the City is prohibited from completing the Work for any reason. The City shall provide no less than ten (10) days written notice of its intent to terminate the Contract for convenience, and shall endeavor to provide the Contractor with consultation with the City prior to termination.

A. Upon receipt of a written notice of termination pursuant to this section, the Contractor shall:

1. Cease its work as directed in the notice of termination as of the termination date and see to it that its employees, subcontractors and agents are notified of such termination and act as specified in the notice of termination;
2. Terminate all orders and Subcontractors except as necessary to complete any portion of the Work that is not terminated;
3. If directed in writing by the City to do so, assign all

right, title and interest in subcontracts and materials in progress to City, in which case the City will have the right at its discretion to settle, or pay any or all claims arising out of the termination of such subcontractors, but in no event shall recovery by any Contractor or subcontractor include lost profits for portions of the Work not completed or undertaken, including materials not delivered;

4. Deliver or otherwise make available to the City all data, drawings, specifications, reports, estimates, summaries and such other information and material as may have been accumulated by the Contractor in performing the Work whether completed or in process;

5. Settle outstanding liabilities and claims, subject to the approval of City;

6. Complete performance of such part of the Work as has not been terminated;

7. Take such other actions as may be necessary, or as may be directed by the City for the protection and preservation of the Work and/or property related to the Work;

8. If City so requests, and at City's cost, Contractor shall provide sufficient oral or written status reports to make City reasonably aware of the status of Contractor's work on the project.

B. City will pay Contractor an amount based on the percentage of work completed in accordance with the notice of termination. The final payment to the Contractor after termination for convenience shall be limited to amounts due and owing under the Contract at time of termination, including the following:

1. Any actual costs incurred by the Contractor for restocking charges;
2. The agreed upon price of protecting the Work in any manner, if any, as directed by the City;
3. The cost of settling and paying valid claims arising out of the termination of the Work such as subcontract agreements or contracts for materials;
4. The contract price allocable to the portion of the Work properly performed or goods supplied by the Contractor as of the date of termination, as determined in accordance with the notice of termination, reduced by any sums previously paid to the Contractor.

C. The City shall have the right to withhold any portion or the whole of the final payment under this provision in the event there are any outstanding Claims for compensation asserted either by the City against the Contractor or by any third party against the City or the Contractor which arise out of the Contractor's work.

Voluntary Termination

The parties may also terminate this Contract upon mutual written agreement.

Authorization to Terminate Contract

Termination of the Contract may be invoked by the City Manager, or his/her designee, subject to the right of the Contractor to appeal the City Manager, or his/her designee's, decision to the City Council. The Contractor shall appeal by notifying the City Clerk in writing within ten (10) business days of receipt of notification from City to terminate the Contract. In the event that termination of this contract is upheld by the City Council, any cessation of payment of delay claims, extended claims, Eichleay claims, or any other claims for delay shall be retroactive to the date of termination selected by the City Manager, or his/her 9.

13. CONTRACT DOCUMENTS:

The complete contract between the parties hereto consists of this agreement and the following documents, which are incorporated herein by this reference:

a. Resolution No. 2015-_____;

b. CONTRACTOR submittal;

c. RFP No. 1415-19 Rockwell Rejuvenation Services and addenda;

d. Insurance Certificates;

e. Bonds;

f. CITY Business License, and

g. City of Modesto Standard Specifications and General Provisions.

These documents include important legal requirements, procedures and restrictions and should be reviewed by CONTRACTOR. They are available for review during normal business hours in the Department of Finance, Purchasing Division). All documents specified above are intended to

operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

14. NOTICES:

Any notice, payment or instrument required or permitted by this Contract to be given or delivered to either party shall be deemed to have been received when personally delivered, or one calendar week following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

CONTRACTOR: Fox Loomis, Inc.
6901 McComber Street
Sacramento, CA 95828

CITY: City of Modesto
Purchasing Division
P.O. Box 642
Modesto, CA 95353

Each party may change its address for delivery of notice by delivering written notice of such change of address to the other party.

15. SIGNATOR(IES) FOR CONTRACTOR:

The undersigned signator(ies) for CONTRACTOR warrant(s) and represent(s) that he/she/they is/are legally competent to execute the contract and has/have full authority to execute this contract.

16. ASSIGNMENT:

Neither this agreement nor any portion thereof shall be subcontracted or assigned without the written consent of the CITY in each and every instance.

17. MISCELLANEOUS:

Time is of the essence in every provision of this contract.

IN WITNESS WHEREOF, the CITY OF MODESTO, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested by its

City Clerk under authority of Resolution No. 2015-_____, adopted by the Council of the City of Modesto on the 22nd day of September, 2015 and Contractor has caused this Agreement to be duly executed.

CITY OF MODESTO,
A municipal corporation

By:_____
JAMES N. HOLGERSSON
CITY Manager

ATTEST:

By:_____
STEPHANIE LOPEZ
CITY Clerk

(SEAL)

APPROVED AS TO FORM:
ADAM LINDGREN,
CITY Attorney

By:_____
ROLAND R. STEVENS
Special Counsel

By:_____
BEVERLY JENSEN
Interim Risk Manager

CONTRACTOR

By:_____
(Signature)

By:_____
(Name & Title)

Date:_____

By:_____
(Signature)

_____
(Name & Title)

Date:_____

Signature Requirements
Corporation:
1. Signature of two (2) officers
or
2. Signature of one (1) officer plus the corporate seal.

Partnership: Signature of one partner
Sole Proprietorship: Signature of proprietor

CITY OF MODESTO

RFB NO. 1415-19 ROCKWELL REJUVENATION SERVICES

Item/Description	Quantity	Unit	*Sacramento, CA* Fox Loomis, Inc. Un Price
Rockwell Rejuvenation			
Vacuum down existing Rockwell 18' below grade	1	Each	$600.00
Remove existing corrugated core pipe	1	Each	$100.00
Re-drill existing Rockwell to its maximum depth of 50'	1	Each	$1,340.00
Install new 8" x 20' SDR-35 core pipe with 9-1/2" core screen	1	Each	$300.00
New washed 1-1/2" drain rock	1	Each	$450.00
Disposal of re-drilled soils and old core pipe	1	Each	$350.00
Furnish traffic control (start through finish of rejuvenation)	1	Job	$250.00
Rockwell Rejuvenation **(One Rockwell):**			$3,390.00

				Annual Total Cost
Estimated Annual Quantity:	190	Each	$3,390.00	$644,100.00

FINANCIAL INTEREST DISCLOSURE FORM

All persons included within the meaning of either of the following tests have a material financial interest in an agreement, or application for development rights, submitted for approval or disapproval by the City Council, and shall be identified by the applicant, by name.

Tests of Materiality:

1. Whether it is foreseeable to a reasonable person that the value of their interest in property available for use by an applicant, or their interest in the applicant itself, may increase or decrease by an amount greater than $2,000.00 as a direct or indirect result of Council action on the applicant's agreement or application for development rights.

2. Whether it is foreseeable to a reasonable person that the person's gross income from the applicant may increase or decrease by a sum greater than $2,000.00 as a direct or indirect result of Council action on the agreement or application for development rights.

It is the legal obligation of all applicants for approval of an agreement or of an application for development rights to verify in writing, under penalty of perjury, that the identity of each person having a material financial interest in the agreement or application or development rights is true, correct and complete. The applicant understands that this information is provided under penalty of perjury, and that intentionally supplying misinformation or deception may result in either invalidation of the agreement or application, or criminal prosecution for misdemeanor violation of the Modesto Municipal Code, or both. Negligent provision of misinformation shall be grounds for invalidation. In accordance with the Modesto Municipal Code, each applicant has a continuing obligation to maintain the truth, accuracy and completeness of the financial interest disclosure information provided below until after final consideration by the City Council of any matter arising out of or relating to the agreement or application.

By signing this document I agree to the information contained within.

COMPANY NAME: Fox Logging, Inc.

Sam Fox
APPLICANT'S NAME (SIGNATURE):

Sam Fox
APPLICANT'S NAME/TICITYE (PRINT):

7/6/15
DATE:

Applicable Names:

(See attached list)

Questions concerning the application of either test to particular facts should be resolved in advance of Council action by agreement with the department head recommending approval of its agreement/application.

DIRECTOR

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MODESTO CITY COUNCIL
RESOLUTION NO. 2015-355

RESOLUTION REJECTING ALL PROPOSALS RECEIVED FOR REQUEST FOR PROPOSAL (RFP) NO. 1314-11 FOR AN OUTDOOR WIFI NETWORK, AND AUTHORIZING THE PURCHASING MANAGER TO RE-RELEASE A RFP AT A FUTURE DATE WITH AN AMENDED SCOPE OF WORK

WHEREAS, the proposals received for the furnishing of an Outdoor WiFi Network were opened at 11:00 a.m. on April 8, 2014 and later evaluated by a technical evaluation committee to determine the highest ranking proposal based on the evaluation criteria, and

WHEREAS, based on being ranked highest in total evaluation criteria pursuant to the original scope of work the evaluation committee recommended award of proposal and contract to CellPlan Technologies, Reston, VA, and

WHEREAS, the cost for initial scope of work exceeded the encumbered budget, CellPlan was asked to submit a proposal for a revised scope of work, and

WHEREAS, it was determined that the revised scope of work and associated costs were not the most cost effective solution, and

WHEREAS, City staff recommends rejecting all proposals received, revising the scope of work and re-releasing the project at a future date.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby rejects all proposals received for RFP No. 1314-11, opened in the office of the City Clerk on April 8, 2014.

BE IT FURTHER RESOLVED that the Purchasing Manager is hereby authorized to re-issue the RFP with an amended scope of work.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 22 day of September, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-356

RESOLUTION AUTHORIZING AWARD OF PROPOSAL AND CONTRACT TO CIVICPLUS FOR THE WEBSITE RENOVATION WHICH WILL PROVIDE THE CITY WITH A NEW WEBSITE UTILIZING THE SAME DOMAIN, WWW.MODESTOGOV.COM TO INCLUDE THE UPGRADES, HOSTING, MAINTENANCE AND SUPPORT FOR A THREE (3) YEAR AGREEMENT IN THE AMOUNT OF $32,300 ANNUALLY FOLLOWED BY AN ANNUAL MAINTENANCE COST OF APPROXIMATELY $11,200 STARTING IN YEAR FOUR (4) FOR AN ESTIMATED ANNUAL COST OVER A FIVE (5) YEAR PERIOD IN THE AMOUNT OF $119,300

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Proposals (RFP) for the City of Modesto website renovation, and

WHEREAS, the Purchasing Division issued RFP No.1415-36 City of Modesto website renovation to four (4) prospective proposers, none of which were local companies and posted the RFP on the City's website, and

WHEREAS, proposals were formally opened in the City Clerk's Office. Eight (8) companies chose to respond, one (1) of which was a local company, and

WHEREAS, all eight (8) companies provided responsive and responsible proposals, and

WHEREAS, an evaluation committee comprised of twelve (12) City staff members evaluated and graded proposal, and

WHEREAS, based on being ranked highest in total evaluation criteria the evaluation committee recommends the award of proposal and contract for the City of Modesto website renovation for a three (3) year agreement in the amount of $32,300 annually followed by an annual maintenance cost of approximately $11,200 starting in year four (4) for an estimated annual cost over a five (5) year period in the amount of $119,300, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. The award of proposal for The award of proposal for the upgrades, hosting, maintenance and support of the City of Modesto website renovation conforms to Modesto Municipal Code 8-3.203, and

NOW, THEREFORE, BE IT RESOLVED that the City Manager, or his designee, is hereby authorized to execute the contract for an estimated annual cost of $32,300 annually followed by an annual maintenance cost of approximately $11,200 starting in year four (4) for an estimated annual cost over a five (5) year period in the amount of $119,300,

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 22 day of September, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-357

A RESOLUTION AUTHORIZING THE CITY MANAGER , OR HIS DESIGNEE, TO EXECUTE A SOLE SOURCE CONTRACT WITH AST FOR THE DEVELOPMENT AND IMPLEMENTATION OF THE CITY-WIDE E-BUSINESS SUITE (EBS) DOCUMENT ARCHIVAL PROJECT ON THE ORACLE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM, FINANCIAL AND HUMAN RESOURSE SYSTEM, IN THE AMOUNT OF $116,900.

WHEREAS, the City of Modesto awarded a contract to AST for the implementation services on the Oracle ERP system on May 25, 2010 on resolution 2010-219, and

WHEREAS, the AST is the only software support provider that is familiar with the City of Modesto configuration, extension, modification and integration (CEMLIs), and

WHEREAS, the AST is the only software support provider that is familiar with the City of Modesto technical ERP environment, and

WHEREAS, the current Oracle ERP system database has grown too large and is affecting the system performance and maintenance of the current database, and

WHEREAS, the EBS document archival project is being sought to make the Oracle ERP system more efficient with improved response times, while reducing the time used by todays staff to maintain the backups and clone the database, and

WHEREAS, by allowing the documents to be backed up separately from the database and providing a framework for archiving going forward, and

WHEREAS, AST has the knowledge and expertise to develop and implement the EBS document archival project, and

WHEREAS, staff requests the City Manager, or his designee, to execute a sole source contract with AST for the development and implementation of the EBS document archival project on the Oracle ERP System in the amount of $116, 900, and

WHEREAS, the Modesto Municipal Code, MMC 8-3.203, generally requires all purchases, which may meet or exceed $50,000 for material, equipment or contractual services to be formally bid; and

WHEREAS, there are exceptions to the rule set forth in the Modesto Municipal Code; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the City Manager, or his designee, to execute a sole source contract with AST for the development and implementation of the EBS document archival project on the Oracle ERP System.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 22 day of September, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 358

RESOLUTION DIRECTING THE CITY MANAGER, OR HIS DESIGNEE, TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MODESTO, THE COUNTY OF STANISLAUS AND THE VETERANS FOUNDATION OF STANISLAUS COUNTY TO DEVELOP A VETERAN'S CENTER IN MODESTO AND TO ESTABLISH A NEW NON-CAPITAL PROJECT (#TBD) UNDER PARKS, RECREATION, & NEIGHBORHOODS TO BE FUNDED ONCE THE OPERATING AGREEMENT HAS BEEN SIGNED BY THE CITY, COUNTY, AND FOUNDATION, AND APPROPRIATE AN ANNUAL $80,000 CONTRIBUTION FROM THE CITY OF MODESTO'S GENERAL FUND FOR TEN (10) FISCAL YEARS

WHEREAS, an estimated 27,000 veterans reside within the County, with further growth anticipated as the general population increases with veterans returning from active duty, and

WHEREAS, the City of Modesto is desirous of partnering with the County of Stanislaus and the Veterans Foundation of Stanislaus County to develop a Veteran's Center to provide increased services to veterans in a central location, and

WHEREAS, the Veteran's Center will be located in Modesto and will have a positive economic impact on the community, and

WHEREAS, the City of Modesto, County of Stanislaus and the Veterans Foundation of Stanislaus County will enter into a facility agreement which will outline each organization's duties.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Modesto to direct the City Manager, or his designee, to sign a Memorandum of Understanding between the City of Modesto, the County of Stanislaus and the Veterans Foundation of Stanislaus to develop a Veteran's Center in Modesto, in substantially the form **attached** and as approved by the City Attorney.

BE IT FURTHER RESOLVED that the Council directs the City Manager, or his designee, to appropriate eighty thousand dollars ($80,000) per year for ten (10) years in a non-capital project.

The foregoing resolution was introduced at a regular meeting of the council of the City of Modesto on the 22nd day of September 2015 by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MEMORANDUM OF UNDERSTANDING AMONG THE COUNTY OF STANISLAUS, THE CITY OF MODESTO, AND THE VETERANS FOUNDATION OF STANISLAUS COUNTY

This Memorandum of Understanding ("MOU") is entered into this _____ day of _____, 2015, by and among the COUNTY OF STANISLAUS, a political subdivision of the State of California ("County"), the CITY OF MODESTO, a municipal corporation ("City"), and the VETERANS FOUNDATION OF STANISLAUS COUNTY, a California nonprofit public benefit corporation ("Foundation") (collectively, the Parties, or individually, a Party).

RECITALS

WHEREAS, an estimated 27,000 veterans reside within the County, with further growth anticipated as the general population increases and as veterans return from active duty in recent conflicts.

WHEREAS, County-wide, there are approximately 30 veterans service organizations with membership estimated to be over 7,000 members. These organizations are an essential support system for Stanislaus County veterans.

WHEREAS, in its 2013-2014 Annual Report, the Stanislaus County Veterans Advisory Commission adopted as one of its top priorities the development of a "One Stop Shop" concept for a meeting hall for veterans combined with programs for veterans access and referral to medical, educational, employment, housing, counseling, social and supportive services (the "Veterans Center").

WHEREAS, the goals of developing the Veterans Center are to:

- Create the Veterans Center with a "One Stop Shop" concept in the City of Modesto;
- Establish broad support, participation and investment in the Veterans Center, including county, cities, state, federal, veteran's organizations, private contributors, grant opportunities and property owners.
- Co-locate the County's Aging and Veterans Offices and other offices as appropriate, to provide services to veterans.
- Create a sustainable financial model for long term success.

WHEREAS, the Foundation was formed as a non-profit corporation to seek funding and accept donations and/or contributions to bring people, organizations and resources together in time, space and effort to effectively improve the well-being of all Stanislaus County veterans of the U.S. armed forces and their families, that will include a veterans facility.

WHEREAS, a needs assessment was conducted for the Veterans' Facility, which took into account the current and projected number of veterans in the County and the

availability of support services to veterans. Subject to the size of the facility, the proposed Veterans Center would ideally include:

- General meeting space -- an assembly/meeting hall for up to 500 persons (300 seated) with adjacent banquet/food services.

- Banquet/Food Services -- a kitchen, serving and clean-up area for assembly hall events and potential event rental use (to support fundraising efforts.)

- Shared Office Space -- to provide multi-purpose service provider and service organization meeting use on a scheduled basis.

- County Veterans Service Office with Area Agency on Aging and other potential County department occupancy to support the one-stop service location concept. Current County leased space expense would be beneficially used in a one-stop service center facility.

- Storage Space -- for multiple service organizations providing community service, participation in veterans events, etc.

- Lobby and Archive Space -- a vestibule to connect assembly, banquet, meeting and service offices and to provide a display of military artifacts and information.

- Outdoor Activity/Patio and Static Display areas.

- The Veterans Center would be located in Modesto, accessible by public transit and recognizable to the community.

WHEREAS, on July 15, 2014, the County Board of Supervisors approved action items (Agenda Item B-8(b)) which include the following direction and authority:

1. Support the establishment of a non-profit entity that will bring people, organizations and resources together for the purpose of improving the well-being of all Stanislaus County veterans.

2. To retain a professional grant writer through a contract for professional services.

3. To create a sustainable financial model to help ensure financial success by identifying funding required initially and for operation of the Veterans Center and to secure sources of funds to meet long-term needs.

4. To prepare for Board consideration a Request for Proposals (RFP) to secure a building to serve as the Veterans Center. The RFP will consider proposals which include a lease, "option to purchase", extension options, seller financed transactions, creative donation opportunities, and possible partnership

opportunities. If a building is secured, the building will need to be renovated to meet the needs of the Veterans Center.

WHEREAS, the County retained a professional grant writer to apply for grants to help fund the Veterans Center.

WHEREAS, Section 1262 of the Military and Veterans Code provides that any county may lease or purchase space to provide and/or maintain veterans facilities for the benefit of one or more veterans organizations.

WHEREAS, Section 1262(h) of the Military and Veterans Code provides that the County may join with any city in the county and jointly carry out the purposes of this section, such as to provide and/or maintain veterans facilities for the benefit of one or more veterans organizations.

WHEREAS, Section 37461 of the Government Code provides that a city may provide and maintain buildings, memorial halls, and meeting places for veterans patriotic, fraternal, and benevolent associations.

WHEREAS, Section 1264 of the Military and Veterans Code provides that a city or county providing or maintaining any veterans facilities may provide for the use of such facilities by persons or organizations other than veterans, either free of charge or for stated compensation to aid in defraying the cost of maintenance, provided such use does not duly interfere with the reasonable use of the facilities by the veterans organizations.

WHEREAS, Section 1266 of the Military and Veterans Code provides that whenever a city or a county provides and/or maintains any building or meeting space under section 1262, the provision of that facility and its acceptance by the veterans association constitutes a dedication of that property for a public purpose and the dedication cannot be revoked unless the veterans organization has either consented to the proposed action or has abandoned its use of the facilities.

WHEREAS, the County and the City desire to provide a veterans facility for a 10-year period, and the Foundation consents pursuant to Section 1266 of the Military and Veteran's Code to limit its use of the facility to 10 years, during which time the Foundation intends to develop funding to support veteran services, including planning for long-term facility needs.

WHEREAS, subject to the terms and conditions of this MOU, the Parties are willing to work together to pursue the development of the Veterans Center.

NOW, THEREFORE, the Parties agree as follows:

TERMS AND CONDITIONS

1. Recitals. The provisions and recitals set forth above are hereby referred to and incorporated herein and made part of this MOU by reference.

2. Objectives. The objectives of this MOU are:

(a) Jointly develop for a 10-year period a building to create a "One Stop Shop" concept to provide services to veterans;
(b) That this partnership will exist for a 10-year period beginning on the date the lease for the Veterans Center begins;
(c) To develop a sustainable funding plan for the proposed Veterans Center;
(d) That the Foundation will develop sustainable funding to support veteran services, including planning for long-term facility needs; and
(e) To seek broad support including participation and investment in the Veterans Center, including county, cities, state, federal, veterans organizations, private contributors, grant opportunities and property owners.

3. Obligations and Responsibilities. The Parties agree to participate in development of the Veterans Center as follows:

(a) <u>County Responsibilities</u>.

County will be the lead agency to seek competitive proposals for a lease of the Veterans Center to achieve the objectives of this MOU, and will manage the project to occupancy of the new Center.

Pursuant to Government Code section 6505, the County shall be strictly accountable for all funds contributed by the parties and used to develop the Veterans Center. The County will establish a separate fund and operating budget, which shall be included in the annual County financial audit.

County will donate to Foundation for the Veterans Hall abandoned kitchen equipment no longer being used from the old Juvenile Hall kitchen and other County kitchen equipment no longer being used as appropriate.

County will provide furnishings for co-located County departments and functions.

County will execute one or more leases for County department operations and functions at the Veterans Center, and if necessary, will co-sign a lease of the Veterans Hall portion of the Veterans Center along with the Foundation.

(b) Foundation Responsibilities.

Foundation will develop sustainable funding to contribute to establishment and lease of the Veterans Center as set forth in Section 4 of this MOU, and to support veteran services, including planning for long-term facility needs.

Foundation will be responsible for all liquor licensing and related insurance.

Foundation will be responsible to provide enhanced kitchen equipment if more than a catering kitchen is established.

Foundation will be responsible for operation (except lease, utilities and maintenance as defined in the lease and/or Facility Operating Agreement) of the Veterans Hall portion of the Veterans Center, and will provide furnishings for the Veterans Hall portion of the Veterans Center only, not for co-located County departments and functions. The Foundation will have exclusive rights to market, schedule and rent the Veterans Hall for veteran and non-veteran groups or purposes to facilitate fundraising.

The Parties agree during the development of the subsequent Facility Operating Agreement to finalize the revenues and contributions based on the actual lease proposal selected by the Partners. It is understood that rental revenue is intended to offset the costs of the operation, furnishing and equipment of the Veterans Hall portion of this effort.

(c) City Responsibilities.

City will offer its resources as appropriate to mentor and assist the Foundation in the successful marketing of the Veterans Hall at no cost to Foundation.

(d) Mutual Obligations and Responsibilities.

The Parties commit to contribute annual funding for a 10-year period to establish the Veterans Center in conformance with and not to exceed the amounts set forth in Exhibit A attached to and, by this reference, incorporated into this MOU. The parties may revise Exhibit A without further approval of their respective governing bodies to reflect actual costs and expenses, including rent.

The obligation to contribute funding is triggered upon execution of a lease for the Veterans Hall portion of the Veterans Center. The obligation to make annual contributions terminates upon the earliest of the following events: (1) after the tenth-year of contributions, (2) upon termination of a lease for the Veterans Hall portion of the Veterans Center, or (3) if the Foundation abandons use of the Veterans Hall portion of the Veterans Center. In addition, the City's obligation for annual funding contributions will cease if the Veterans Hall portion of the Veterans Center is re-located outside of the City of Modesto.

4. **Facility Operating Agreement**. Prior to opening of the Veterans Center, the Parties shall enter into an agreement that will incorporate and formalize the terms and conditions relating to the funding, operation and management of the Veterans Center as set forth in this MOU ("Facility Operating Agreement"). If no Facility Operating Agreement is reached prior to the beginning of the lease, this MOU will be null and void, and there will be no further obligation on the part of any of the Parties under the MOU. Additionally, the Facility Operating Agreement is intended to include the following provisions:

a. Upon expiration of the lease, Foundation may continue the lease or purchase the property for its own purposes.
b. Any agreement for use of the Veterans Hall portion of the Veteran's Facility will include the users consent to the terms and conditions of this MOU and all subsequent agreements affecting the operation and use of the facility.

5. **Ten-Year Term**. Notwithstanding anything to the contrary in law or under this MOU, the funding obligations under this MOU and the Facility Agreement shall be in effect for ten (10) years after the lease of the Veterans Center begins, at which time the Parties shall have no further cost, liability or obligation to each other or to any other party.

With respect to Military and Veterans Code section 1266, Foundation consents to the proposed action to create the Veterans Center for a period not the exceed ten (10) years, and the Parties intend that this Agreement constitutes a waiver of any rights under section 1266. The Parties specifically intend that there are no third-party beneficiaries under this agreement and under any subsequent agreements related to the funding, operation and maintenance of the Veterans Center, including the Veterans Hall portion of the Veterans Center, such as the Facility Operating Agreement or leases. Prior to the end of the 10-year term, the Parties agree to meet and confer about continuing the partnership to operate the Veterans Center, including whether to extend the term of a leased facility serving as the Veterans Center.

6. **Further Assurances**. Each Party shall cooperate with the other and execute such instruments or documents and take such other actions as may reasonably be requested from time to time in order to carry out, evidence or confirm their rights or obligations or as may be reasonably necessary or helpful to give effect to this MOU.

IN WITNESS WHEREOF, the Parties have entered into this MOU on the date set out above.

COUNTY OF STANISLAUS

_____

Stan Risen
Chief Executive Officer

Approved as to Form:
John P. Doering
County Counsel

_____
Deirdre McGrath
Deputy County Counsel

CITY OF MODESTO

_____
Jim Holgerson
City Manager

Approved as to Form:
Modesto City Attorney

_____
Adam Lindgren
City Attorney

VETERANS FOUNDATION OF STANISLAUS COUNTY

_____
Rebecca A. Crow
Executive Director
2513691.1

Exhibit A

1. **Proposed Facility Uses and Estimated Cost**. The Veterans Facility is estimated to include the following uses at the following estimated annual cost:

	Uses	Gross Square footage	Ratio	Cost Estimate
1	County Aging and Veterans Department	9,441	15%	$189,202
2	County Agencies (CSA, BHRS)	35,294	55%	$707,294
3	Veterans Hall	19,252	30%	$390,164
	Total	**63,987**		**$1,286,660**

2. **Estimated Funding Plan**. If the Parties agree to proceed with the Project, the County, City and the Foundation agree to provide, at a minimum, funding which will be earmarked for the following purposes:

County Aging and Veterans Department	$124,366	Aging Department rent/utilities expense
	$8,453	Departmental Contribution
	$56,383	Contribution from sale of Medical Arts Bldg
	$189,202	
County Agencies (CSA, BHRS)	**$707,294**	CSSA/BHRS Department contribution
Veterans Hall	$80,000	City of Modesto contribution
	$50,000	Event use revenue
	$125,000	Foundation fundraising
	$43,617	Sale of MAB Proceeds
	$91,547	County Contribution
	$390,164	
Total for all funding sources	**$1,286,660**	

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-359

RESOLUTION APPROVING THE INSTALLATION OF MID-BLOCK CROSSWALKS ACROSS MOUNT VERNON DRIVE AND BEAR CUB LANE TO HELP STUDENTS SAFELY TRAVEL TO AND FROM SCHOOL

WHEREAS, the 2015 California Vehicle Code 21106 (a) states that Local authorities, by ordinance or resolution may establish crosswalks between intersections, and

WHEREAS, Sylvan Union School District requested that the City of Modesto install a mid-block crosswalk across Bear Cub Lane approximately 550 feet north of Kodiak Drive. The distance between Kodiak Drive and Hillglen Avenue is 1,290 feet, and

WHEREAS, Modesto City Schools requested that the City of Modesto install a mid-block crosswalk across Mount Vernon Drive between Stanley Court and Cheryl Lane in front of the school office. This crosswalk will be monitored by school crossing guards, and

WHEREAS, the crosswalks will encourage a safer pedestrian route for their students, and

WHEREAS, Traffic Engineering staff and Modesto Police Department do not typically support mid-block crosswalks but with safety measures in mind along with the high level of student activity, staff has no objection to these mid-block crosswalks, and

WHEREAS, the Safety & Communities Committee supported staff's recommendation of the proposed mid-block crosswalk installations at its August 10, 2015 meeting and unanimously recommend the City Council approve the mid-block crosswalk.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Council approves the establishment of mid-block crosswalks on Mount Vernon Drive between Stanley Court and Cheryl Lane in front of the school office, and one along Bear Cub Lane approximately 550 feet north of Kodiak Drive. These mid-block crosswalks will become effective when signs and pavement markings are installed under provisions of the Vehicle Code of the State of California and regulations adopted pursuant thereto.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 22nd day of September 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-360

RESOLUTION APPROVING THE PROTECTED-PERMISSIVE TRAFFIC SIGNALS REPORT FOR 2013 & 2014

WHEREAS, Traffic Engineering staff periodically analyzes the safety record at each intersection where protected-permissive traffic signals are in service, and

WHEREAS, Traffic Engineering staff does not recommend any changes this year, and

WHEREAS, the City now has protected-permissive signal phasing at 51 intersections, and

WHEREAS, protected-permissive phasing provides important non-tangible benefits, such as reduced driver anxiety and a second chance to turn left during the same cycle, and

WHEREAS, staff recommends continuing the use of protected-permissive phasing at appropriate locations and monitoring these installations for improvements and/or modifications based on periodic technical analysis, and

WHEREAS, all 51 protected-permissive signalized intersections have acceptable safety records these reporting cycles.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Protected-Permissive Traffic Signals Report for 2013 & 2014.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 22nd day of September, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-361

RESOLUTION APPROVING THE CITY OF MODESTO'S CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT FOR THE PROGRAM YEAR 2014-2015 FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIP GRANT, AND EMERGENCY SOLUTIONS GRANT FUNDS; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SIGN THE REQUIRED DOCUMENTS FOR SUBMITTAL TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires entitlement grantees adopt a comprehensive, long-term plan for the use of its HUD funds, and

WHEREAS, the Five-Year Consolidated Plan (CP), also referred to as the Strategic Plan, analyzes the City's housing and community development needs, with a priority focus on low- and moderate-income individuals, households, and neighborhoods, and describes long-term strategies for meeting those needs, and

WHEREAS, HUD also requires entitlement grantees to submit a Consolidated Annual Performance Evaluation Report (CAPER) to HUD, and

WHEREAS, this document describes how funds were used in a particular fiscal year to address the needs and priorities established in the CP, and

WHEREAS, notice has been duly given to the community of the proposed CAPER, and to provide a 30-day comment period, which began August 22, 2015, and ended on September 22, 2015, and

WHEREAS, the Citizens Housing and Community Development Committee (CH&CDC) considered the proposed CAPER at its September 16, 2015 meeting, and recommended forwarding to the Council for approval, and

WHEREAS, a duly noticed public hearing was held by the City Council on September 22, 2015 at 5:30 p.m., in the Tenth Street Place Chambers, located at 1010 Tenth Street, and

WHEREAS, any comments received during the 30-day public review period or during the City Council meeting will be incorporated into the final CAPER.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes approval of the 2014-2015 Consolidated Annual Performance Evaluation Report for the use of Community Development Block Grant, HOME Investment Partnerships Grant, and Emergency Solutions Grant funds, and

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby authorizes the City Manager, or his designee, to sign any required certifications and documents for submittal to the U.S. Department of Housing and Urban Development.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 22nd day of September, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-362

RESOLUTION SUPPORTING THE DESIGNATION OF STATE HIGHWAY 132 AS THE JOHN MUIR HIGHWAY

WHEREAS, the route taken in 1868 by famed naturalist John Muir on his first visit to Yosemite was parallel to today's existing county-maintained J-132 route above historic Coulterville, and

WHEREAS, the Mariposa County Board of Supervisors and John Muir historians have secured for the J-132 segment the designation of the John Muir Highway, and

WHEREAS, the John Muir Geotourism Center, the nation's first geotourism center, which is headquartered in Coulterville, is seeking an extension of the John Muir Highway designation to the full length of the State Route 132 corridor from its western connections with I-5 and I-580 to Coulterville, and

WHEREAS, this designation is intended to memorialize the traditions and accomplishments of John Muir but also to provide a marketing brand for Route 132, which is under-appreciated as an alternate scenic route to Yosemite National Park, and that with creative marketing could become a popular travel option for tourists from northern California and beyond, and.

WHEREAS, tourism is known to be a vital source of income, especially for jurisdictions that work cooperatively within a regional framework that connects areas of common values and sites of interest, and

WHEREAS, the John Muir Geotourism Center is also seeking relationships with jurisdictions and institutions in the San Joaquin River Valley, as well as the Sierra

Nevada mountains, and has expressed support for the efforts of the City of Waterford to enhance its recreational assets with extension of its nature paths.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it endorses the efforts of the John Muir Geotourism Center to create a tourism development program for Highway 132 beginning with branding of the route as the John Muir Highway, and

BE IT FURTHER RESOLVED THAT THE CITY COUNCIL encourages representatives of the John Muir Geotourism Center and the City of Modesto jointly examine means to increase tourism and recreational opportunities along SR 132 and in Modesto.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of October, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-363

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE STANDARD AGREEMENT FOR CONSULTANT SERVICES WITH 4LEAF INC., BUREAU VERITAS, AND CSG CONSULTANTS INC., FOR PLAN REVIEW AND INSPECTION SERVICES TO INCREASE ANNUAL COMPENSATION FOR EACH CONTRACT BY $20,000, THE AMENDED CONTRACT AMOUNT SHALL NOT TO EXCEED $50,000 AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENTS

WHEREAS, on May 7, 2012, the Building Safety Division issued an RFP for Plan Check and Inspection Services, posted the RFP on the City's website and formally advertised it as required by law, and

WHEREAS, seven (7) companies responded, including two (2) local vendors. All seven (7) companies provided responsive and responsible proposals, and

WHEREAS, an evaluation committee comprised of one (1) City staff member and three (3) technical experts outside the City evaluated and ranked the proposals, and

WHEREAS, based on being ranked highest in total evaluation criteria, the evaluation committee recommends the award of proposal and contracts for professional assistance with plan review and inspection services to 4LEAF Inc., Bureau Veritas, CSG Consultants Inc., and Interwest Consulting Group for an estimated annual cost of $30,000, and a total cost not to exceed $90,000, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services, to be formally bid, and

WHEREAS, the award of proposal and contracts for professional assistance with plan review and inspection services to 4LEAF Inc., Bureau Veritas, CSG Consultants Inc., and Interwest Consulting Group conforms to the Modesto Municipal Code,

WHEREAS, on December 4, 2012, by Resolution No. 2012-486, the City Council ("CITY") authorized a Standard Agreement for Consultant Services ("AGREEMENT") with 4LEAF Inc., Bureau Veritas, CSG Consultants Inc., and Interwest Consulting Group ("CONSULTANT") to provide professional services to the Building Safety Division of the Community and Economic Development Department, and,

WHEREAS, the Agreement limited the annual expenditures to $30,000 per year for plan review and building inspection services.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the First Amendment to the Standard Agreement for Consultant Services with 4LEAF Inc., Bureau Veritas, and CSG Consultants Inc., Plan Review and Inspection Services to increase annual compensation for each contract by $20,000, the amended contract amount shall not exceed $50,000, and

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the First Amendment to the Standard Agreement for Consultant Services with 4LEAF Inc., Bureau Veritas, and CSG Consultants Inc., as recommended.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of October , 2016, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

APPROVED AS TO FORM:

BY: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-364

A RESOLUTION APPROVING THE THIRD AMENDMENT TO THE STANDARD AGREEMENT FOR CONSULTANT SERVICES WITH INTERWEST CONSULTING GROUP FOR CHIEF BUILDING OFFICIAL AND CODE ENFORCEMENT SERVICES IN AN AMOUNT NOT TO EXCEED $200,000 AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE THIRD AMENDMENT TO THE AGREEMENT

WHEREAS, on December 4, 2012, by Resolution No. 2012-486, the City Council ("CITY") authorized a Standard Agreement for Consultant Services ("AGREEMENT") with Interwest Consulting ("CONSULTANT") to provide professional services to the Building Safety Division of the Community and Economic Development Department, and,

WHEREAS, in October 2013, staff was unsuccessful in recruiting a Chief Building Official, and

WHEREAS, in May 2014, the department issued a Request for Qualifications for Chief Building Official and Code Enforcement services ("SERVICES") to the four companies contracted to provide professional services to the Building Safety Division, and

WHEREAS, CONSULTANT'S proposal was reviewed, ranked, and selected to provide the Services, and

WHEREAS, on August 19, 2014, the First Amendment to the Agreement expanded the scope of work to include the additional services, and

WHEREAS, the Agreement and First Amendment limited the annual expenditures to $30,000 per year for plan review and building inspection services, and

WHEREAS, the anticipated cost of the additional services was $150,000 per year, increasing the total annual expenditures not to exceed $180,000 per year, and

WHEREAS, on September 23, 2014, the Second Amendment to the Agreement approved the increased compensation not to exceed $180,000, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Third Amendment to the Standard Agreement for Consultant Services with Interwest Consulting, for a total cost not to exceed $200,000 per year.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Third Amendment to the Standard Agreement for Consultant Services with Interwest Consulting as recommended.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of October , 2016, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

APPROVED AS TO FORM:

BY: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-365

RESOLUTION AMENDING THE FISCAL YEAR 2014-2015 AND FISCAL YEAR 2015-2016 ANNUAL OPERATING AND CAPITAL IMPROVEMENT BUDGETS

WHEREAS, a financial analysis has been completed and it has been determined that a budget adjustment is required to the Annual and Capital Improvement Budgets of the City of Modesto for Fiscal Year 2014-2015 and Fiscal Year 2015-2016,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2014-2015 and Fiscal Year 2015-2016 Annual Operating and Capital Improvement budgets as shown in **Exhibit A**, which is **attached** hereto and incorporated by reference herein.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to take the necessary steps to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of October 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following votes:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT A

FISCAL YEAR 2014-15

COMMUNITY & ECONOMIC DEVELOPMENT

A budget adjustment is necessary to increase the budgeted transfer in FY 2014-15 by $649,211. The increase in the transfer is to account for the negative cash balance that has accrued in the fund since FY 2013-14. This amount was a result of a deficit in operating revenues to operating expenses in previous fiscal years prior to FY 2014-15. This adjustment is required of the General Fund as it provides an annual subsidy to the Golf Fund to cover any shortage in the operations as well as assistance with covering the annual debt service payment made by the Golf Fund. This adjustment will increase the FY 2014-15 transfer from the General Fund to the Golf Fund by $649,211.

A budget adjustment is necessary to increase the budgeted transfer in FY 2014-15 by $425,015. The increase in the transfer is to account for the negative cash balance that has been created in FY 2014-15. This was a result of the budget for Centre Plaza being adopted to only fund the operations of the program for half of the fiscal year in hopes of the management being taken over by another business entity. This did not come to fruition in FY 2014-15 thus resulting in the higher operating expenses compared to the revenues and the budgeted General Fund subsidy of $217,143. This adjustment will increase the FY 2014-15 transfer from the General Fund to the Centre Plaza Fund by $425,015 increase the total budgeted transfer to $642,158.

PUBLIC WORKS

A budget adjustment in the amount of $1,204,040 is necessary in the Surface Transportation Fund, Fund 1700, to true-up the FY 2014-15 transfers into Fund 1700 from its sub-funds; Fund 1720, Fund1730 and Fund 1740 to reflect the FY 2014-15 actual expense.

FISCAL YEAR 2015-16

COMMUNITY & ECONOMIC DEVELOPMENT

A budget adjustment is necessary to recognize $330,000 in unbudgeted revenue from the Department of Transportation for Capital Improvement Project #100721, Expand ATMS/CCTV Briggs and establish the construction expense budget.

POLICE

A budget adjustment is necessary in the Operation Block Grants Fund MPD to recognize $221,389 in unbudgeted revenue from the State Law Enforcement Supplemental Funds (SLESF) for Capital Improvement Project #100831, 2014-15 SLESF, and reallocate to project discretionary expense accounts where expenditures are anticipated to be incurred.

A budget adjustment is necessary in the Operation Grants Reimbursed Fund MPD to recognize $81,944 in unbudgeted revenue from the San Joaquin Valley Air Pollution Control for Capital Improvement Project #100895, Alt. Fuel Vehicle Purchase, and allocate to project discretionary expense accounts where expenditures are anticipated to be incurred.

A budget adjustment is necessary to establish a new non-capital project for the Organized Crime Drug Enforcement Task Force (OCDETF) Operations in the amount of $45,000 in Project 100907 (2016 OCDETF OPS PA-CAE-415). This budget adjustment will establish both the revenue and expense budgets for this project with $35,000 funding overtime expenses and $10,000 funding tools and supplies authorized for reimbursement per this agreement with the United States Department of Justice.

A budget adjustment is necessary to establish a new non-capital project for the Organized Crime Drug Enforcement Task Force (OCDETF) Operations in the amount of $40,000 in Project 100908 (2016 OCDETF OPS PA-CAE-408). This budget adjustment will establish both the revenue and expense budgets for this project with $25,000 funding overtime expenses and $15,000 funding tools and supplies authorized for reimbursement per this agreement with the United States Department of Justice.

A budget adjustment is necessary to increase the Police Department operating expense budget in FY 2015-16 by appropriating $1,455,316 from General Fund reserves for the purchase of police radios. The Modesto Police Department is a regional partner in the P-25 Radio Interoperability project that will transition county-wide radios from analog to digital radio signals. The installation of the P-25 radio towers is underway within the City of Modesto and the Police Department anticipates beginning its migration to the new system as early as the spring of 2016. The new P-25 interoperability standard allows for increased safety for officers in mutual aid and disaster situations and replaces an antiquated analog system. The current vehicle mounted mobile radios and officer carried portable radios are not P-25 / 800 megahertz compatible, thus requiring an agency-wide replacement. Many of the radios currently carried by Modesto PD officers are nearly 20 years old and have exceeded the manufacturer's overall service life. This budget adjustment will allow for the purchase of police radios to be made by increasing the budget in the account 52038 (Public Safety Equipment) by $1,455,316 in Cost Center 19320 (MPD – Field Operations).

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-366

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN STANISLAUS COUNTY AND THE CITY OF MODESTO TO PROVIDE COUNTY-WIDE FIRE INVESTIGATION SERVICES, AND APPROVING AN AMENDMENT TO THE BUDGET FOR THE FY 2015-2016 OPERATING BUDGET TO REFLECT THE CHANGES TO THE MEMORANDUM OF UNDERSTANDING FOR FIRE INVESTIGATION SERVICES AS OUTLINED IN EXHIBIT A AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, in the past, the City of Modesto Fire Department has received compensation for providing investigation services for Stanislaus County. Under this new MOU, that compensation will terminate reducing the expected revenue from $331,058 to $82,500 for the current fiscal year; and

WHEREAS, the associated costs of the Fire Investigations Unit will also be reduced as the Unit will be reduced from three investigators to two, reducing the salary and benefits expenditure from $388,262 to $287,533; and

WHEREAS, while the Modesto Fire Department Fire Investigation Unit will reduce staffing, the new model includes an investigator from Ceres Fire Department and Stanislaus Consolidated Fire Protection District and support from the District Attorney's Office. This new model is more efficient and addresses the changing national standards related to investigations and qualifications; and

WHEREAS, this MOU authorizes the City of Modesto Fire Department to participate in a county wide fire investigation task force; and

WHEREAS, the Modesto Fire Department, Stanislaus County District Attorney's Office, Stanislaus Consolidated Fire Protection District and the Ceres Fire Department have developed a new regional fire investigation model; and

WHEREAS, this model will improve fire investigation services for the City of Modesto and fire departments within Stanislaus County by increasing the total number of fire investigators and include a full time law enforcement position to assist the investigators. The new Fire Investigation Task Force will include (4) fire investigators, the City of Modesto Fire Department will contribute (2) fire investigators, while other participating departments will contribute another (2) fire investigators. The District Attorney's Office will contribute (1) full time investigator and will provide an additional "shared time" supervisor for the task force, and

WHEREAS, under the previous Fire Investigation program Modesto Fire Department provided county wide investigation service with (3) fire investigators and no full time law enforcement presence, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a Memorandum of Understanding between Stanislaus County and the City of Modesto to provide County-wide fire investigation services, and approves an amendment to the budget for the FY 2015-2016 Operating Budget to reflect the changes to the Memorandum of Understanding for fire investigation services as outlined in **Exhibit A**.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the amendment.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of October 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT A

Reduce the salary and benefits expense budget for FY 15-16 to reflect reducing the number of fire investigators from three to two – one investigator will return to an Engineer vacancy in Suppression. Reduce the revenue budget to reflect the elimination of funding for fire investigations from Stanislaus County. Both actions are a result of the new agreement for countywide fire investigations.

Account #:	Description:	Amount:	Increase/Decrease:
0100-18250-51403	Salary Adjustment	$100,729	Decrease
0100-18250-43354	CS – PS – SFRA Investigation Contract	$248,558	Decrease

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-367

RESOLUTION APPROVING CONSTRUCTION MANAGEMENT AGREEMENTS WITH KIMLEY-HORN & ASSOCIATES (KHA) FOR FEDERAL AVIATION ADMINISTRATION (FAA) GRANT PROJECT 03-06-0153-039-2015 (AIP 39), AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENTS

WHEREAS, the City has approved Airport Capital Improvement Plan (ACIP) projects at the Modesto City-County Airport, and

WHEREAS, the City has accepted an FAA Grant Offer, AIP 39, to complete Airport Capital Improvement projects at the Modesto City-County Airport, and

WHEREAS, skilled airport construction management and inspection assistance will be required to move forward with those projects, and

WHEREAS, on April 14, 2015, the City solicited professional services for an airport consulting engineer to provide airport engineering, design, construction management and inspection for five (5) years, and

WHEREAS, KHA was selected to provide design, planning, inspection and construction management services for various Airport Capital Improvement Projects at the Modesto City-County Airport for five (5) years.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves Agreements with Kimley-Horn & Associates, Inc. to provide construction management and planning services for Airport Capital Improvement Projects in an amount not to exceed $46,441 for Fencing Project and $262,078 for Runway 10L-28R Rehab and West Apron Reconstruction Project .

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Agreements.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of October, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-368

RESOLUTION AUTHORIZING FINANCE TO CREATE TWO NEW AIRPORT CAPITAL PROJECTS FOR THE FEDERAL AVIATION ADMINISTRATION (FAA) GRANT 03-06-0153-039-2015 (AIP 39) AND AMENDING THE FY 2015-2016 CAPITAL IMPROVEMENT BUDGET TO ESTABLISH BUDGETS IN TWO NEW PROJECTS #100904 (PERIMETER FENCING) AND #100905 (REHAB RUNWAY/WEST APRON) NOT TO EXCEED $750,114 AND $3,126.640 RESPECTIVELY

WHEREAS, the City has approved Airport Capital Improvement Plan (ACIP) projects at the Modesto City-County Airport, and

WHEREAS, the City has accepted an FAA Grant Offer, AIP 39, to complete Airport Capital Improvement projects at the Modesto City-County Airport, and

WHEREAS, contractors have been selected and award of bid has been determined for both the Fence Project and the Runway 10L-28R Rehab and West Apron Reconstruction, and

WHEREAS, a consultant has been selected and has an agreement with the City to perform Construction Management for both the Fence Project and the Runway 10L-28R Rehab and West Apron Reconstruction, and

WHEREAS, certain City administration will be entitled to reimbursement for work performed directly in connection with AIP 39.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the creation of two projects and a budget amendment for AIP 39 not to exceed $750,114 for the Perimeter Fencing project and $3,126,640 for the Runway 10L-28R Rehab and West Apron Reconstruction project.

BE IT FURTHER RESOLVED that the City Finance Director, or her designee, is hereby authorized to do the budget adjustment and create appropriate revenue and expense accounts for project #100904 and #100905 (AIP 39).

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of October, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-369

RESOLUTION APPROVING AN AGREEMENT WITH SWCA, ENVIRONMENTAL CONSULTANTS, INC. OF HALF MOON BAY FOR ENVIRONMENTAL SERVICES IN AN AMOUNT NOT TO EXCEED $74,130 AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the purpose of this project is to improve traffic flow at the intersection of 14th and D Street by widening and improving the geometrics of 14th Street/D Street/Yosemite Boulevard to current State of California Department of Transportation Standards, and

WHEREAS, Caltrans is requiring that the City complete a Historical Preservation Survey Report (HPSR), Archaeological Survey Report (ASR), Phase I Site Assessment and Phase II Site Assessment, and

WHEREAS, in order to meet environmental deadlines, the required reports must be submitted to Caltrans for approval, and

WHEREAS, the City needs additional assistance with completing the required reports, and

WHEREAS, in accordance with Chapter 10 "Consultant Selection" of the Local Assistance Procedures Manual which allows for a One-Step Request for Proposal (RFP), and

WHEREAS, a qualified list of on-call environmental service providers to prepare environmental impact reports and perform other related environmental services was approved by council by Resolution No. 2014-33, and

WHEREAS, the qualified list consists of ten firms who were sent RFP's for the required environmental services, and

WHEREAS, the City received one proposal, and

WHEREAS, staff reviewed the proposal and cost and deemed SWCA Environmental Consultants, of Half Moon Bay, California, qualified to perform the required Environmental Services, and

WHEREAS, staff recommends an agreement with SWCA Environmental Consultants, as the City does not have the staffing level or resources to perform the environmental services.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with SWCA Environmental Consultants, of Half Moon Bay, California for Environmental Services for an amount not to exceed $74,130 for the identified scope of services.

BE IF FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of October, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST:

STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By:

ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-370

RESOLUTION AMENDING THE FISCAL YEAR 2015-16 CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET IN THE AMOUNT OF $170,000

WHEREAS, the purpose of the CML 5059 (199) State Route 132 (14th Street – D Street) Intersection Improvement is to enhance and improve the 14th Street / D Street Intersection geometrics to current State of California, Department of Transportation Standards, and

WHEREAS, on December 11, 2012, City Council, by Resolution No. 2012-508 amended the Fiscal Year 2012-2013 Capital Improvement Program (CIP) budget in the amount of $178,831 for the CML 5059 (199) State Route 132 (14th Street – D Street) Intersection Improvement project, and

WHEREAS, on December 23, 2014 staff submitted a request to Caltrans requesting the reallocation of $170,000 from the Right of Way (ROW)/Utility (UE) future phase of the project to the Preliminary Engineering (PE) phase of the project, and

WHEREAS, on January 27, 2015, California Department of Transportation authorized the re-allocation of $170,000 from the Right of Way (ROW)/Utility (UE) future phase of the project to the PE phase of the project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby amends the Fiscal Year 2015-16 Capital Improvement Program (CIP) budget in the amount of $170,000.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the necessary grant documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of October, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-371

RESOLUTION ACCEPTING CONGESTION MITIGATION AND AIR QUALITY (CMAQ) FUNDS IN THE AMOUNT OF $170,000, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE NECESSARY GRANT FUNDING DOCUMENTS

WHEREAS, the purpose of the CML 5059 (199) State Route 132 (14th Street – D Street) Intersection Improvement is to enhance and improve the 14th Street / D Street Intersection geometrics to current State of California, Department of Transportation Standards, and

WHEREAS, on December 11, 2012, City Council, by Resolution No. 2012-509 accepted Congestion Mitigation and Air Quality (CMAQ) funds for Preliminary Engineering in the amount of $178,831 for the CML 5059 (199) State Route 132 (14th Street – D Street) Intersection Improvement project, and

WHEREAS, on March 6, 2014, the City of Modesto submitted the Preliminary Environmental Study (PES) to Caltrans in order to obtain environmental clearance, and

WHEREAS, the PES review completed by Caltrans District 10 environmental staff on July 22, 2014 indicated several studies to be completed by the City which in the past have not been required, completed by Caltrans or requested for a project of this nature, and

WHEREAS, the studies include a Historical Preservation Survey Report (HPSR), Archaeological Report (ASR), Phase I & II Site Assessments, and

WHEREAS, Requests for Proposals (RFP's) to retain qualified consultants for the additional studies were sent out and received by staff, and

WHEREAS, staff does not have the qualified professionals or resources to perform the required studies, and

WHEREAS, proposals received by potential consultants for the completion of the HPSR, ASR and Site Assessments resulted in a combined fee of $74,130, and

WHEREAS, the total combined consultant fees would exceed the current PE budget, and

WHEREAS, the Preliminary Engineering (PE) budget was not established with the intent of hiring the qualified professionals needed to complete the unanticipated requested studies, and

WHEREAS, on December 23, 2014 staff submitted a request to Caltrans requesting the reallocation of $170,000 from the Right of Way (ROW)/Utility (UE) future phase of the project to the PE phase of the project, and

WHEREAS, on January 27, 2015, California Department of Transportation authorized the re-allocation of $170,000 from the Right of Way (ROW)/Utility (UE) future phase of the project to the PE phase of the project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts Congestion Mitigation Air Quality (CMAQ) funds in the amount of $170,000.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the necessary grant documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of October, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-372

RESOLUTION APPROVING A NEW CAPITAL IMPROVEMENT PROGRAM PROJECT AND ACCEPTING CONGESTION MITIGATION AND AIR QUALITY (CMAQ) FUNDS IN THE AMOUNT OF $199,193, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE NECESSARY GRANT FUNDING DOCUMENTS

WHEREAS, the purpose of the CML 5059 (214) Right Turn Lane Eastbound Standiford Avenue to Southbound Sisk Road is to provide a City Standard right turn lane and traffic signal modification that will assist in accommodating vehicles turning right rather than the current shared right turn and through lane, and

WHEREAS, on June 18, 2014, staff submitted a Congestion Mitigation and Air Quality (CMAQ) funding application to the Stanislaus Council of Governments (StanCOG) for federal fiscal year (FFY) 2016-2017 & 2017-2018, and

WHEREAS, on March 13, 2015, StanCOG approved the application and allocated $225,000 and $900,000 for FFY's 2016-2017 & 2017-2018, and

WHEREAS, at StanCOG's request, Administrative Amendment #7 was approved on May 27, 2015 that advanced $225,000 from FFY 2016-2017 to FFY 2014-2015, and

WHEREAS, advancing the funding to FFY 2014-2015, the City assisted StanCOG with balancing their programming for the region, and

WHEREAS, of the $900,000 allocated for FFY 2017-2018, $175,000 was re-allocated to FFY 2016-2017, and

WHEREAS, on June 10, 2015, staff submitted a Request for Authorization to Proceed with Preliminary Engineering application package to Caltrans, and

WHEREAS, on June 22, 2015, Caltrans issued an "Authorization to Proceed" (E76) for City staff to move forward with Preliminary Engineering in the amount of $199,193 with local match funding of $25,807 for a total of $225,000, and

WHEREAS, Caltrans assigned the project federal number CML 5059 (214), and

WHEREAS, staff will perform eligible Preliminary Engineering work that will include environmental studies, preliminary right of way research, utility conflict research, construction plans, specifications, preliminary construction cost estimates and other related work.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts Congestion Mitigation and Air Quality (CMAQ) funds in the amount of $199,193 and amend the Fiscal Year 2015-2016 CIP budget in the amount of $225,000 in order to begin the Preliminary Engineering phase of work.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the necessary grant documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of October, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST:
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By:
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-373

RESOLUTION AMENDING THE FISCAL YEAR 2015-16 CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET ACCOUNT NO. 100900 FOR THE CML 5059 (214) RIGHT TURN LANE EASTBOUND STANDIFORD AVENUE TO SOUTHBOUND SISK ROAD PROJECT IN THE AMOUNT OF $225,000

WHEREAS, the City is in receipt of federal funding in the amount of $225,000 for CML 5059 (214) Right Turn Lane Eastbound Standiford Avenue to Southbound Sisk Road, and

WHEREAS, funding is an advance from federal fiscal year (FFY) 2016-2017 to FFY 2014-2015, and

WHEREAS, the advancement requires an administrative amendment from StanCOG, and

WHEREAS, the administrative amendment was approved on May 27, 2015 that allowed the allocated $225,000 for FFY 2016-2017 be advanced to FFY 2015-16, and

WHEREAS, advancing the funding to FFY 2014-2015, the City assisted StanCOG with balancing their programming for the region, and

WHEREAS, on June 22, 2015, California Department of Transportation authorized Preliminary Engineering finding in the amount of $225,000.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2015-16 Capital Improvement Project Program budget to modify and add Capital Improvement Program funding in the amount of $225,000.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of October, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-374

RESOLUTION TERMINATING AN AGREEMENT WITH LIONAKIS FOR DESIGN SERVICES FOR THE FLEET MAINTENANCE FACILITY PROJECT IN AN AMOUNT OF $374,187 AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO TERMINATE THE AGREEMENT

WHEREAS, this project will provide for a new Fleet Maintenance Facility located at 1609 8th Street at the City's Corporation Yard. The new facility will incorporate all of the City's work trucks, equipment and vehicle maintenance activities, and

WHEREAS, the City's current Fleet Maintenance Facility located at 911 G Street is one of the properties anticipated to be occupied by the future Superior Courthouse of Stanislaus County, and

WHEREAS, on December 10, 2013, by Resolution No. 2013-455, the City Council approved an agreement with Lionakis for preparation of a Preliminary Design Report (PDR) for the Fleet Maintenance Facility, and

WHEREAS, on January 10, 2014, City staff started design coordination meetings led by Lionakis. As a result of that meeting and subsequent meetings, it was determined that as proposed the new facility would not have adequate space to allow the City to perform the essential day-to-day maintenance functions for a City of its size, and

WHEREAS, a Preliminary Design Report created by Lionakis determined that a building approximately 27,652 square feet in size was required to perform all of the required maintenance tasks by City maintenance staff, and

WHEREAS, the City explored the idea of servicing compressed natural gas (CNG) vehicles within the Fleet Maintenance Facility, and

WHEREAS, Lionakis provided a cost estimate to revise the design to reflect CNG improvements, but due to the budget concerns at the time, the idea was not pursued, and

WHEREAS, as a part of the PDR, Lionakis provided a detailed cost estimate for the construction of the new Fleet Maintenance Facility, and

WHEREAS, preliminary building cost at the time of 30% design was estimated from Lionakis at $7,665,340, and

WHEREAS, total construction costs including construction, construction administration, contingency, consultant design support during construction and consultant design were estimated at $10,328,078, and

WHEREAS, the consultant's estimate was based on the completed 30% design package, it was not anticipated to be revised significantly downward if and when the project moved forward into final design, and

WHEREAS, staff realized that there was a revenue shortfall and unless the project could be downsized; the construction of the project would have to be delayed until it can be fully funded, and

WHEREAS, staff analyzed possible ways to downsize the 30% design through cost cutting measures, and

WHEREAS, phasing the project was explored along with deferring several aspects of the project resulted in a decreased building size of approximately 24,500 square feet and an estimated building cost of $5,908,803, and

WHEREAS, the total project cost decreased from approximately $10,328,078 to $7,720,387, and

WHEREAS, the City currently has approximately $4,938,230 in funds remaining available for the project, creating a funding shortfall, and

WHEREAS, staff desires to complete the construction plans, specifications and cost estimates with Lionakis and have the project be shovel ready. To meet budget, staff will continue to pursue possible revenue sources, and

WHEREAS, per Modesto Municipal Code Section 8-3.204 and discussions with the City Attorney's Office, staff feels it's in the best interest to terminate the current contract with Lionakis and begin a new contract.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby terminates an agreement with Lionakis for Design Services for the Fleet Maintenance Facility in an amount of $374,187.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to terminate the Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of October 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-375

RESOLUTION APPROVING A NEW AGREEMENT WITH LIONAKIS FOR DESIGN SERVICES FOR THE FLEET MAINTENANCE FACILITY PROJECT IN AN AMOUNT NOT TO EXCEED $311,935, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, this project will provide for a new Fleet Maintenance Facility located at 1609 8th Street at the City's Corporation Yard. The new facility will incorporate all of the City's work trucks, equipment and vehicle maintenance activities, and

WHEREAS, the City's current Fleet Maintenance Facility located at 911 G Street is one of the properties anticipated to be occupied by the future Superior Courthouse of Stanislaus County, and

WHEREAS, on December 10, 2013, Council approved an agreement with Lionakis for Design Services and a Preliminary Design Report (PDR) by Resolution Number 2013-455 for an amount not to exceed $340,170, and

WHEREAS, on January 10, 2014, City staff started design coordination meetings led by Lionakis. As a result of that meeting and subsequent meetings, it was determined the City did not have adequate space to perform the essential day to day maintenance functions for a City of its size, and

WHEREAS, a Preliminary Design Report created by Lionakis determined that a building approximately 27,652 square feet in size was required to perform all of the required maintenance tasks by City maintenance staff, and

WHEREAS, the City explored the idea of servicing compressed natural gas (CNG) vehicles within the Fleet Maintenance Facility, and

WHEREAS, Lionakis provided a cost estimate to revise the design to reflect CNG improvements but due to the budget concerns at the time, the idea was not pursued, and

WHEREAS, as a part of the PDR, Lionakis provided a detailed cost estimate for the construction of the new Fleet Maintenance Facility, and

WHEREAS, preliminary building cost at the time of 30% design was estimated from Lionakis at $7,665,340, and

WHEREAS, total construction costs including construction, construction administration, contingency, consultant design support during construction and consultant design were estimated at $10,328,078, and

WHEREAS, the consultant's estimate was based on the completed 30% design package, it was not anticipated to be revised significantly downward if and when the project moved forward into final design, and

WHEREAS, staff realized that there was a revenue shortfall and unless the project could be downsized; the construction of the project would have to be delayed until it can be fully funded, and

WHEREAS, staff analyzed possible ways to downsize the 30% design through cost cutting measures, and

WHEREAS, phasing the project was explored along with deferring several aspects of the project, which resulted in a decreased building size of approximately 24,500 square feet and an estimated building cost of $5,908,803, and

WHEREAS, the total project cost decreased from approximately $10,328,078 to $7,720,387, and

WHEREAS, the City currently has approximately $4,938,230 in funds remaining available for the project, creating a funding shortfall, and

WHEREAS, Staff desires to complete the construction plans, specifications and cost estimates with Lionakis and have the project be shovel ready. To meet budget, staff will continue to pursue possible revenue sources, and

WHEREAS, per Modesto Municipal Code Section 8-3.204, staff feels it's in the best interest to terminate the current contract with Lionakis and begin a new contract, and

WHEREAS, the City's current contract with Lionakis allows the City to terminate the agreement upon a determination it is in the best interest and convenience of the City, and

WHEREAS, Staff approached Lionakis about resuming design activities based on a new phased project, and

WHEREAS, the new Fleet Maintenance Facility would be a stand-alone 24,500 square foot, pre-fabricated metal building and service CNG vehicles, and

WHEREAS, the new facility will be capable of future expansion as additional funds and needs arise, and

WHEREAS, on July 17, 2015, the staff received a revised proposal from Lionakis to complete Design Services for the Fleet Maintenance Facility for an amount of $311,935.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with Lionakis for Design Services for Fleet Maintenance Facility Project for an amount not to exceed $311,935.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of October 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-376

RESOLUTION AMENDING THE FISCAL YEAR 2015-2016 CAPITAL IMPROVEMENT BUDGET TO TRANSFER $125,000 FROM LINE ITEM CONTRUCTION (CON) TO LINE ITEM ENGINEERING/DESIGN/ ADMINISTRATION (EDA) FOR CIP PROJECT NO. 100451

WHEREAS, this project will provide for a new Fleet Maintenance Facility located at 1609 8th Street at the City's Corporation Yard. The new facility will incorporate all of the City's work trucks, equipment and vehicle maintenance activities, and

WHEREAS, the City's current Fleet Maintenance Facility located at 911 G Street is one of the properties anticipated to be occupied by the future Superior Courthouse of Stanislaus County, and

WHEREAS, on December 10, 2013, by Resolution Number 2013-455, the City Council approved an agreement with Lionakis for preparation of a Preliminary Design Report (PDR) for the Fleet Maintenance Facility, and

WHEREAS, on January 10, 2014, City staff started design coordination meetings led by Lionakis. As a result of that meeting and subsequent meetings, it was determined the City did not have adequate space to perform the essential day to day maintenance functions for a City of its size, and

WHEREAS, a Preliminary Design Report created by Lionakis determined that a building approximately 27,652 square feet in size was required to perform all of the required maintenance tasks by City of Modesto maintenance staff, and

WHEREAS, the City explored the idea of servicing compressed natural gas (CNG) vehicles within the Fleet Maintenance Facility, and

WHEREAS, Lionakis provided a cost estimate to revise the design to reflect CNG improvements but due to the budget concerns at the time, the idea was not pursued, and

WHEREAS, as a part of the PDR, Lionakis provided a detailed cost estimate for the construction of the new Fleet Maintenance Facility, and

WHEREAS, preliminary building cost at the time of 30% design was estimated from Lionakis at $7,665,340, and

WHEREAS, total construction costs including construction, construction administration, contingency, consultant design support during construction and consultant design were estimated at $10,328,078, and

WHEREAS, the consultant's estimate was based on the completed 30% design package, it was not anticipated to be revised significantly downward if and when the project moved forward into final design, and

WHEREAS, staff realized that there was a revenue shortfall and unless the project could be downsized, the construction of the project would have to be delayed until it can be fully funded, and

WHEREAS, staff analyzed possible ways to downsize the 30% design through cost cutting measures, and

WHEREAS, phasing the project was explored along with deferring several aspects of the project, which resulted in a decreased building size of approximately 24,500 square feet and an estimated building cost of $5,908,803, and

WHEREAS, the total project cost decreased from approximately $10,328,078 to $7,720,387, and

WHEREAS, the City currently has approximately $4,938,230 in funds remaining available for the project, creating a funding shortfall, and

WHEREAS, Staff desires to complete the construction plans, specifications and cost estimates with Lionakis and have the project be shovel ready. To obtain budget, staff will continue to pursue possible revenue sources, and

WHEREAS, per Modesto Municipal Code Section 8-3.204, staff feels it's in the best interest to terminate the current contract with Lionakis and begin a new contract, and

WHEREAS, the City's current contract with Lionakis allows the City to terminate the agreement upon a determination it is in the best interest and convenience of the City, and

WHEREAS, Staff approached Lionakis about resuming design activities based on a new phased project, and

WHEREAS, the new Fleet Maintenance Facility would be a stand-alone 24,500 square foot, pre-fabricated metal building and service CNG vehicles, and

WHEREAS, the new facility will be capable of future expansion as additional funds and needs arise, and

WHEREAS, on July 17, 2015, the staff received a revised proposal from Lionakis to complete Design Services for the Fleet Maintenance Facility for an amount of $311,935, and

WHEREAS, of the current agreement signed with Lionakis for the Design Services, $136,603 was paid to complete 30% Design Services, and

WHEREAS, the original agreement was approved by council on December 10, 2013 in an amount not to exceed $340,170 which included 10% additional services, if needed, and

WHEREAS, the total amount encumbered for Design Services for the EDA phase of the project was $374,187, and

WHEREAS, in order to account for the new proposal price of $311,935, an additional $74,351 is needed, and

WHEREAS, to complete the Design phase, staff needs an additional $50,649 to assist and coordinate with the consultant, and

WHEREAS, staff is proposing to amend the project's budget in order to have the necessary funds to support this phase by transferring $125,000 from the Construction (CON) phase of the project to Engineering / Design / Administration (EDA) which will increase the overall EDA budget to $376,658.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2015-2016 Capital Improvement Budget to transfer $125,000 from line item Construction (CON) to line item Engineering / Design / Administration (EDA) for CIP Project No. 100451.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of October 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-377

RESOLUTION CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (EIR) FOR THE TUOLUMNE RIVER REGIONAL PARK (TRRP) OBSTRUCTION MANAGEMENT PROJECT TO MAKE CERTAIN FINDINGS CONCERNING MITIGATION MEASURES, AND FINDINGS REGARDING ALTERNATIVES

WHEREAS, the Modesto City-County Airport (Airport) is a federally obligated facility and is required to meet Federal Aviation Administration (FAA) standards, including maintaining navigable airspace per FAA Regulation (FAR) Part 77, Subpart C, and

WHEREAS, potential obstructions are determined by FAA Regulation, and

WHEREAS, the City was required to complete an Environmental Impact Report (EIR), with focus on airway obstructions, including trees that penetrate the navigable airspace within the jurisdictions of the City of Modesto, specifically the Tuolumne River Regional Park area, and

WHEREAS, the Notice of Preparation provided notice of the City's determination to prepare an EIR, and solicited public input on the proposed scope and content of the EIR for the Project, and

WHEREAS, on February 05, 2014, the City held a public scoping meeting to receive public comments on the scope and content of the EIR, and

WHEREAS, on September 2, 2014, the City published and distributed a Draft EIR for the Modesto City-County Airport Obstruction Management Project (State Clearinghouse Number 2014012042) ("DEIR") for public comment, in accordance with Section 21091 of the California Environmental Quality Act ("CEQA"), and

WHEREAS, the DEIR was available for public comment for a period of at least 45 days as required by Section 21091 of CEQA, the close of the public comment period being October 24, 2014, and

WHEREAS, during the 45-day public comment period the City received seven letters commenting on the DEIR, and

WHEREAS, the City prepared written responses to all written comments received on the DEIR, said responses being contained in a Final EIR for the Tuolumne River Regional Park Obstruction Management Project (State Clearinghouse Number 2014012042) ("FEIR") prepared pursuant to Section 15089 of the CEQA Guidelines, and

WHEREAS, on January 9, 2015, the FEIR was published and distributed, consisting of the Draft EIR, a list of commenters, copies of all written comments received, responses to those comments that raise environmental issues, and any revisions to the text of the Draft EIR made in response to the comments, as required by Section 15132 of the CEQA Guidelines, and

WHEREAS, the Project would include trimming and perhaps limited removal of approximately 999 (989 native and 10 non-native) trees within the project site boundaries. Of the 999 trees identified, 240 trees are within runway 28R's object free area (OFA) and will require removal, and

WHEREAS, CEQA requires that, in connection with the approval of a project for which an EIR has been prepared which identifies one or more significant environmental effects, the decision-making agency make certain findings regarding those effects, and

WHEREAS, the City Council has received and considered the FEIR for the Tuolumne River Regional Park Obstruction Management Project (SCH No. 2014012042) that analyzed the potential environmental effects of the proposed Project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby finds and determines in respect to the FEIR:

1. That the FEIR has been completed in compliance with CEQA; that the City Council has reviewed and analyzed the FEIR and other information in the record and has considered the information contained therein, including the written and oral comments received at the public hearing on the FEIR and the Project, prior to acting upon or approving the Project; and that the FEIR represents the independent judgment of the City of Modesto; and

2. That the Findings and Statements set forth in Exhibit "A" and incorporated herein by reference, be made by the Council as the City's findings under the California Environmental Quality Act ("CEQA") (Pub. Resources Code § 21000 et seq.) and the CEQA Guidelines (Cal. Code Regs., title 14, §15000 et seq.) relating to the Project. The Findings provide the written analysis and conclusions of the Council regarding the Project's environmental impacts, mitigation measures and alternatives to the Project.

3. The City Council hereby adopts the Mitigation Monitoring and Reporting Program for the Tuolumne River Regional Park Obstruction Management Project that is included into the FEIR. The Program identifies impacts of the Project, corresponding mitigation, designation of responsibility for mitigation implementation and the agency responsible for the monitoring action.

4. The City Council hereby adopts the Statement of Overriding Considerations contained in the **attached Exhibit A**. As set forth in **Exhibit A**, the City Council finds that the specific economic, legal, social, and technological benefits of the Project outweigh the significant and unavoidable adverse environmental impacts of the Project.

5. The City Council hereby finds and recognizes that the FEIR contains additions, clarifications, modifications and other information in its responses to comments on the Draft Environmental Impact Report for the Project ("DEIR") and also incorporates information obtained by the City since the DEIR was issued. This Council hereby finds and determines that such changes and additional information are not significant new information as that term is defined under the provisions of the California Environmental Quality Act, because such changes and additional

information do not indicate that any new significant environmental impacts not already evaluated would result from the Project and do not reflect any substantial increase in the severity of any environmental impact; that no feasible mitigation measures considerably different from those previously analyzed in the DEIR have been proposed that would lessen significant environmental impacts of the Project; and that no feasible alternatives considerably different from those analyzed in the DEIR have been proposed that would lessen significant environmental impacts of the Project. Accordingly, this Council hereby finds and determines that recirculation of the FEIR for further public review and comment is not warranted; and

6. The City Council does hereby designate the Public Works Director of the City of Modesto, at his office at 1010 Tenth Street, Modesto, California 95354, as the custodian of documents and record of proceedings on which the decision is based; and

7. The City Council does hereby make the foregoing findings with respect to the significant effects on the environment of such Project, as identified in the FEIR, with the stipulations that all information in these findings is intended as a summary of the full administrative record supporting the FEIR, which full administrative record should be consulted for the full details supporting these findings, and that any mitigation measures and/or alternatives that were suggested by commenters to the DEIR and were not adopted as part of the FEIR are hereby expressly rejected for the reasons stated in the responses to the comments set forth in the FEIR and elsewhere in the record.

BE IT FURTHER RESOLVED by the Council that it hereby certifies the Final Environmental Impact Report for the Tuolumne River Regional Park Obstruction Management Project (SCH No. 2014012042), on file in the office of the Public Works Department and incorporated herein by reference.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of October, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Exhibit "A"

FINDINGS & STATEMENTS ON THE TUOLUMNE RIVER REGIONAL PARK OBSTRUCTION MANAGEMENT PROJECT EIR

SECTION I

INTRODUCTION

A. Project Description

The Tuolumne River Regional Park (TRRP) has hundreds of trees, including oaks and other native species. 999 trees, 989 native and 10 non-native, have been identified as penetrating the navigable airspace as defined by the FAA (FAR) Part 77, Subpart C. The trees identified as penetrating navigable airspace are located within TRRP, which is owned and operated by the TRRP Joint Powers Authority (JPA). The 113 acre Project site is bound by the Modesto City-County Airport to the north, the Tuolumne River to the south, Tioga Drive to the west and Mitchell Road to the east. An Environmental Impact Report was conducted. It has been determined the best approach for mitigation is the proposed project as described in the EIR, which includes trimming where appropriate and complete tree removal as necessary and implementation of a re-vegetation plan.

B. Legal Requirements

Public Resources Code Section 21002 states that "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects." Section 21002 further states that the procedures required by CEQA "are intended to assist public agencies in systematically identifying both the significant effects of proposed projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects."

Pursuant to Section 15091 of the State CEQA Guidelines, the City may only approve or carry out a project for which an EIR has been completed that identifies any significant environmental effects if the City makes one or more of the following written finding(s) for each of those significant effects, accompanied by a brief explanation of the rationale for each finding:

1. Changes or alterations have been required in, or incorporated into, the project which will avoid or substantially lessen the significant environmental impact as identified in the EIR; or

2. Such changes or alterations are within the responsibility and jurisdiction of a public agency other than the City, and such changes have been adopted by such other agency, or can and should be adopted by such other agency; or

3. Specific economic, social, legal, or other considerations make infeasible the mitigation measures or project alternatives identified in the EIR.

Notably, Public Resources Code Section 21002 requires an agency to "substantially lessen or avoid" significant adverse environmental impacts. Thus, mitigation measures that "substantially lessen" significant environmental impacts, even if not completely avoided, satisfy Section 21002's mandate [*Laurel Hills Homeowners Association v. City Council* (1978) 83 Cal.App.3d 515, 521 ("CEQA does not mandate the choice of the environmentally best feasible project if through the imposition of feasible mitigation measures alone the appropriate public agency has reduced environmental damage from a project to an acceptable level"); *Las Virgenes Homeowners Federation, Inc. v. County of Los Angeles* (1986) 177 Cal. App. 3d 300, 309 ("[t]here is no requirement that adverse impacts of a project be avoided completely or reduced to a level of insignificance . . . if such would render the project unfeasible")].

The Public Resources Code requires that lead agencies adopt feasible mitigation measures or alternatives to substantially lessen or avoid significant environmental impacts. An agency need not, however, adopt infeasible mitigation measures or alternatives [State CEQA Guidelines, § 15091, subds. (a), (b)]. Public Resources Code Section 21061.1 defines "feasible" to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors." State CEQA Guidelines Section 15091 adds "legal" considerations as other indicator of feasibility. (See also *Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 565.) Project objectives also inform the determination of "feasibility" (*City of Del Mar v. City of San Diego* (1982) 133 Cal.App.3d 401, 417). " '[F]easibility' under CEQA encompasses 'desirability' to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, and technological factors" (*City of Del Mar v. City of San Diego* (1982) 133 Cal.App.3d 401, 417; see also *Sequoyah Hills Homeowners Assn. v. City of Oakland* (1993) 23 Cal.App.4th 704, 715).

Environmental impacts that are less than significant do not require the imposition of mitigation measures (*Leonoff v. Monterey County Board of Supervisors* (1990) 222 Cal.App.3d 1337, 1347).

The California Supreme Court has stated, "[t]he wisdom of approving . . . any development project, a delicate task which requires a balancing of interests, is necessarily left to the sound discretion of the local officials and their constituents who are responsible for such decisions. The law as we interpret and apply it simply requires that those decisions be informed, and therefore balanced." (*Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 576). In addition, perfection in a project or a project's environmental alternatives is not required; rather, the requirement is that sufficient information be produced "to permit a reasonable choice of alternatives so far as environmental aspects are concerned." Outside agencies (including courts) are not to "impose unreasonable extremes or to interject [themselves] within the area of discretion as to the choice of the action to be taken" (*Residents Ad Hoc Stadium Com. v. Board of Trustees* (1979) 89 Cal.App.3d 274, 287).

C. Summary of Environmental Findings

As more fully explained below, the City Council has determined that based on all of the evidence presented, including, but not limited to, the EIR, written and oral

testimony given at meetings and hearings, and submission of comments from the public, organizations, and regulatory agencies, and the responses prepared to the public comments, the following environmental impacts associated with the project are:

1. **Topics That Were Scoped out of the EIR for Having Less Than Significant or No Impacts**

   - Agriculture and Forestry Resources (all)
   - Geology, Soils, and Seismicity (all)
   - Hazards and Hazardous Materials (all)
   - Land Use and Planning (all)
   - Mineral Resources (all)
   - Population and Housing (all)
   - Public Services (all)
   - Recreation (all)
   - Transportation and Traffic (all)
   - Utilities and Service Systems (all)

2. **Less Than Significant and No Impacts (Do Not Require Mitigation)**

   - Air Quality (all)
   - Biological Resources (Wetlands as defined by Section 404 of the Clean Water Act; Interference with the Movement of any Native Resident or Migratory Fish or Wildlife Species; Conflict with Local Policies Protecting Biological Resources; Conflict with an Adopted Habitat Conservation Plan)
   - Cultural Resources (Impact to a Historical Resource)
   - Greenhouse Gas Emissions (all)
   - Hydrology and Water Quality (Depletion of Groundwater Supplies; Alteration of Existing Drainage Pattern; Create Runoff; Place Housing or Structures within a 100-year Flood Hazard Area; Exposure to a Failure of a Dam or Levee; Exposure to Inundation by Seiche, Tsunami, or Mudflow)
   - Noise (Exposure to Groundbourne Vibration; Permanent Increase in Ambient Noise Levels; Increase in Noise Levels Near a Public or Private Airport)

3. **Potentially Significant Impacts That Can Be Avoided or Reduced to a Less Than Significant Level Through Implementation of Mitigation Measures**

   - Biological Resources (Impacts to Elderberry Shrubs, Disturbance of Nesting Migratory Birds and Raptors, Disturbance of Western Pond Turtle, Disturbance of Roosting Special-Status Bats, and Impacts to Riparian Habitat)

   - Cultural Resources (Disturbance or discovery of unknown Archeological Resources or Human Remains)

   - Water Quality (Impacts to the turbidity and general quality of the Tuolumne River)

   - Noise (Construction Noise Impacts to Sensitive Receptors)

4. **Potentially Significant Impacts That Cannot Be Avoided or Reduced to a Less Than Significant Level Through Implementation of Mitigation Measures**

   - Aesthetics (Impacts to physical changes, intrinsic scenic value to various viewer groups)

This document contains the findings required under the California Environmental Quality Act ("CEQA") (Public Resources Code, § 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, title 14, § 15000 et seq.).

Public Resources Code Section 21081.6 requires the City to prepare and adopt a Mitigation Monitoring and Reporting Program for any project for which mitigation measures have been imposed to assure compliance with the adopted mitigation measures. The City adopts a Mitigation Monitoring and Reporting Program for the project in Attachment "B" of this Resolution.

No comments made in the public hearings conducted by the City Council or any additional information submitted to the City has produced any substantial new information requiring recirculation or additional environmental review of the Final EIR under CEQA because no new significant environmental impacts were identified, no substantial increase in the severity of any environmental impacts would occur, and no feasible mitigation measures or project alternatives as defined in State CEQA Guidelines Section 15088.5 were rejected.

SECTION II

FINDINGS REGARDING ENVIRONMENTAL IMPACTS NOT REQUIRING MITIGATION

Section 15091 of the State CEQA Guidelines does not require specific findings to address environmental effects that an EIR identifies as having "no impact" or a "less

than significant" impact. Nevertheless, these findings fully account for all resource areas evaluated in the EIR, including resource areas that were identified in the EIR to have either no impact or a less than significant impact on the environment. The City Council hereby finds that the project would either have no impact or a less than significant impact in the following resource areas:

A. Air Quality

1. **Conflict or Obstruct with Implementation of an Air Quality Plan (Impact 3.2-1):** If a City's General Plan is consistent with the most recently adopted air quality plans, a project that is consistent with the General Plan's land use designation is considered consistent with applicable air quality plans and policies. The Proposed Project would involve temporary tree trimming activities and would be consistent with the General Plan land use designations and zoning. Therefore, the Proposed Project would result in a less-than-significant impact because it would not conflict with the applicable air quality plans. [Draft EIR p. 3-24]

2. **Violate an Air Quality Standard or Substantially Contribute to an Existing Air Quality Violation (Impact 3.2-2):** Estimated emissions from construction during 2014 would not exceed SJVAPCD thresholds. However, the Proposed Project would need to comply with all applicable SJVAPCD Rules and Regulations. Since compliance is required by law, the SJVAPCD Rules and Regulations are not included as mitigation and no additional emission reduction controls would be required. The Proposed Project would result in less-than-significant criteria pollutant emissions. [Draft EIR p. 3-24 through p. 3-25]

3. **Expose Sensitive Receptors to Substantial Pollutant Concentrations (Impact 3.2-3):** Carbon Monoxide (CO) is a localized pollutant of concern. Due to the distance between construction activities and sensitive receptors, and the minimal CO emissions associated with tree trimming activities, the Proposed Project would not emit CO in quantities that could pose health concerns. The Proposed Project would not result in long-term CO emissions. Thus, the Proposed Project would not result in or contribute to CO concentrations that exceed the California 1-hour or 8-hour ambient air quality standards. This impact would be less-than-significant and no mitigation is required. Furthermore, the short-term increase in toxic air contaminant (TAC) emissions from equipment and on-road vehicle fuel combustion associated with the Proposed Project would be insignificant (2 months) over the 70 year health risk assessment period. The nearest receptors are a substantial distance away (275 feet) and use of equipment would be temporary and episodic, affecting only a few nearby receptors for a limited time period. The Proposed Project would not result in long-term TAC emissions. Consequently, the Proposed Project would result in a less-than-significant impact. [Draft EIR p. 3-26]

4. **Cumulative Increase in Criteria Pollutants (Impact 3.2-4):** The Proposed Project would result in a negligible increase of criteria pollutant

emissions in the SJVAB during the temporary tree trimming duration, would comply with all applicable SJVAPCD Rules and Regulations, and would not result in long-term emissions. Therefore, when considered in conjunction with other closely related projects, the Proposed Project would not be considered cumulatively considerable and would result in less-than-significant cumulative impacts on the air quality environment. [Draft EIR p. 3-27]

B. Biological Resources

1. **Impact a Federally Protected Wetland as Defined by Section 404 of the Clean Water Act (Impact 3.3-3):** Direct impacts to wetlands and other waters of the U.S. are not expected. The Proposed Project will not result in the loss of wetlands and other waters of the U.S., nor will any fill of wetlands and other waters of the U.S. occur. Project activities occurring near potentially jurisdictional features may result in a discharge of sediments downstream of these sites. Increased sedimentation to these features could lead to decreases in water quality and subsequent impacts to the biological community dependent on these features. BMPs have been proposed to protect wetlands and other waters of the U.S. from indirect impacts. With implementation of BMPs, impacts to wetlands and other waters of the U.S. are not expected. In addition, implementation of Mitigation Measure 3.3—4, 3.3-5 and 3.3-6 will provide additional protection to riparian and wetland habitats. Overall, impacts to wetlands and other waters of the U.S. are considered less than significant. [Draft EIR p. 3-69]

2. **Interfere with the Movement of a Native Resident or Migratory Fish or Wildlife Species (Impact 3.3-4):** The Tuolumne River provides suitable habitat for special-status fish species and the river is also designated a critical habitat for Central Valley steelhead. Tree trimming and removal activities may temporarily disrupt wildlife movement within the study area. However, the disturbance would only occur during the trimming or removal activities and the disruption of wildlife movement is temporary in nature. Implementation of the Proposed Project would not interfere substantially with the movement of fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. Therefore, impacts to wildlife or fish movement or migration are considered less than significant. [Draft EIR p. 3-69 through p. 3-70]

3. **Conflict with Local Policies or Ordinances Protecting Biological Resources (Impact 3.3-5):** The Proposed Project would remove or trim trees in accordance with the *Vegetation Management Plan*, as well as standards set forth by American National Standards Institute guidelines for tree care operations and pruning (ANSI A300). The Plan was developed by the City of Modesto to enable MOD to remain in compliance with applicable FAA safety standards. The *Vegetation Management Plan* is in compliance with local policies and ordinances and is consistent with the Stanislaus County General Plan. The ANSI A300 standards are the generally accepted industry standards for tree care practices. They are voluntary industry consensus standards developed by Tree Care Industry Association (TCIA) and written by

a committee called the Accredited Standards Committee (ASC) A300, whose mission is to develop consensus performance standards based on current research and sound practice for writing specifications to manage trees, shrubs, and other woody plants (TCIA 2012). As with the *Vegetation Management Plan*, the ANSI 300A standards are in compliance with local policies and ordinances. Additionally, Mitigation Measure 3.3-6 would mitigate for the loss of tree resources/riparian habitat. Thus, there would be no impact (no conflict) to local policies or ordinances as a result of the implementation of the Proposed Project in accordance to recommendations from the Vegetation Management Plan and ANSI A300. [Draft EIR p. 3-70]

4. **Conflict with an Adopted Habitat Conservation Plan (Impact 3.3-6):** Stanislaus and its nine incorporated cities currently do not have any adopted Habitat Conservation Plans (HCPs). The Proposed Project is not located within an adopted HCP, Natural Community Conservation Plan (NCCP), or other approved local, regional, or state habitat conservation plan. Therefore, the project would not conflict with any HCPs or NCCPs. [Draft EIR p. 3-70]

C. Cultural Resources

1. **Adverse Change in the Significance of a Historical Resource (Impact 3.4-1):** Field reconnaissance did not identify any prehistoric or historic period cultural resources within the project area. Similarly, archival research did not identify the presence of any cultural resources within the project area. While the records search results did identify on City of Modesto designated Landmark Preservation site, a "Large Valley Oak Tree" planted in Tuolumne River Regional Park in 1858, the tree is within the westernmost project study area and is not within the area designated for tree trimming or removal. Given the absence of known cultural resources within the project site, impacts to historic resources are considered less than significant. [Draft EIR p. 3-86]

D. Greenhouse Gas Emissions

1. **Generate Greenhouse Gas Emissions That May Have a Significant Impact on the Environment (Impact 3.5-1):** The Proposed Project includes trimming of about 1,000 trees that are located in the City of Modesto. Pruning would occur during the winter season for approximately 2 months and would involve the use of hand tools (such as hand saws and chainsaws). Removed limbs and other refuse would be loaded onto trucks and removed in accordance with the City of Modesto municipal code pertaining to the collection of pruned refuse. An arborist and crew of 10 to 15 workers would conduct the tree trimming. The Proposed Project would not result in long-term activities and GHG emissions. Construction emissions were modeled using CalEEMod 2013.2.2 software and compared to the most stringent threshold described above. It should be noted that the 1,100 metric tons of CO2e per year threshold was developed for long-term operational emissions associated with land-use development projects. However, in the absence of a construction-specific threshold, the 1,100

metric tons of CO2e per year threshold provides a conservative threshold against which to evaluate construction emissions. If annual construction emissions for a project component would exceed 1,100 metric tons of CO2e per year, emissions would be considered significant. Estimated GHG emissions from the Proposed Project would be approximately 81 metric tons, which would be negligible. No long-term GHG emissions would be generated by the Proposed Project. This impact would be less than significant without mitigation. [Draft EIR p. 3-106 through p. 3-107]

2. **Conflict with an Applicable Plan, Policy, or Regulation Adopted for the Purpose of Reducing Emissions of Greenhouse Gases (Impact 3.5-2):** The Proposed Project would not result in long-term activities and GHG emissions. The City of Modesto has not established a GHG reduction plan. The Proposed Project would not conflict with any applicable plans, policies, or regulations adopted for the purpose of reducing GHG emissions. This would be a less than significant impact. [Draft EIR p. 3-107]

3. **Cause or Contribute to a Cumulative Impact Related to Greenhouse Gases (Impact 3.5-3):** GHG emissions are considered cumulative in nature. Impact 3.5-1, addresses the potential for the Proposed Project to generate GHG emissions, either directly or indirectly, that may have a cumulatively significant impact on the environment. Results presented above indicate that the Proposed Project would not have a cumulatively significant contribution on GHG emissions; therefore, cumulative impacts related to GHG emissions are considered to be less than significant. [Draft EIR p. 3-107]

E. Scenic Resources

1. **Daytime or Nighttime Scenic Views Impacted by Light or Glare (Impact 3.1-4):** Implementation of the Proposed Project would result in the trimming or removal of trees within portions of the TRRP located south of the airport. The Proposed Project would not result in the creation of light or glare that would adversely affect the daytime or nighttime views of receptors that live or work in the vicinity of the project site. Therefore, there is no impact and no mitigation is required. [Draft EIR p. 3-9]

2. **Damage Scenic Resources (Impact 3.1-2):** The current Caltrans Map of Designated Scenic Routes indicates that there are no officially designated state scenic highways in the City of Modesto (Caltrans 2014). Furthermore, Mitchell Road and River Road, which are the closest streets to the project study area, are not identified as scenic roads by any City, County or State planning document. Therefore, the Proposed Project would have no impact on scenic resources associated with a scenic highway or roadway, and no mitigation is required. [Draft EIR p. 3-8]

1.

SECTION III

FINDINGS REGARDING ENVIRONMENTAL IMPACTS MITIGATED TO A LEVEL OF LESS THAN SIGNIFICANT

The City Council finds that the following environmental impacts identified in the EIR are potentially significant, but can be mitigated to a less than significant level. The potentially significant impacts and the mitigation measures which would reduce them to a less than significant level are set forth in the EIR and are summarized as follows:

A. Biological Resources

1. **Impacts to Candidate, Sensitive, or Special Status Species (Impact 3.3-1):** Through physical surveys of the project site and database research, it was determined that the Proposed Project site has the potential to contain habitat conducive to the following candidate, sensitive, or special status species: valley elderberry longhorn beetle, hardhead and Central Valley steelhead, Swainson's hawk, burrowing owl, great blue heron, yellow-breasted chat, western pond turtle, and special status bats. With the exception of the hardhead and Central Valley steelhead, implementation of the Proposed Project has the potential to impact these species through loss of habitat or disturbance during nesting and roosting season. [Draft EIR p. 3-62 through p. 3-63]

   Finding: The mitigation measures outlined below would reduce to a less-than-significant level the project's impacts to candidate, sensitive, or special status species. The mitigation measure reflects changes or alterations that the City has required, or incorporated into, the project which would avoid or substantially lessen the potentially significant impact as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

   Mitigation Measures 3.3-1: Avoid or Minimize Impacts to Elderberry Shrubs. In order to avoid potential direct and indirect impacts to valley elderberry longhorn beetle, the following avoidance and protective measures would be implemented based upon the USFWS's Conservation Guidelines for Valley Elderberry Longhorn Beetle:

   - Fence and/or flag all areas to be avoided during trimming activities as directed or approved by a USFWS approved biologist. Provide a minimum setback of at least 20 feet from the dripline of each elderberry plant.
   - Restore any temporary damage done to the buffer area (area within 100 feet of elderberry plants) during project activities. Provide erosion control and re-vegetate with appropriate native plants as approved by a qualified biologist.
   - Prevent the use of insecticides, herbicides, fertilizers, or other chemicals that might harm the beetle or its host plant within 100 feet of any elderberry plant with one or more stems measuring 1.0 inch or greater in diameter at ground level.

- Elderberry shrub protection during tree trimming activities will be provided by use of cables or other measures to direct limb fall, and the cutting of trees in sections.

- When project activities may occur within 100 feet of a suitable shrub, a biologist will be on-site at all times to ensure that the buffer is maintained and monitor and quantify any unanticipated damage to the shrubs.

- Access routes for machinery will be located outside a 20 foot buffer wherever possible, and all mulching activity will occur outside of a 20 foot buffer.

- Contractors and work crews will be briefed about the status of the beetle, its biology and ecology, and the need to protect its host plant. They will also be briefed on the need to avoid damaging the elderberry shrubs and the possible penalties for not complying with these requirements.

- Signs will be erected every 50 feet along the edge of the avoidance area(s) with the following information: "This area is habitat of the valley elderberry longhorn beetle, a threatened species, and must not be disturbed. This species is protected by the Endangered Species Act of 1973, as amended. Violators are subject to prosecution, fines, and imprisonment." The signs should be clearly readable from a distance of 20 feet, and must be maintained for the duration of project activities.

- For shrub clusters that are located within a distance of 10 feet or less from a tree that needs to be treated, the following conservation measures shall be implemented:

    - Tree limbs and pieces of trunk will be removed via climbers with hand tools and will be lowered via ropes/cables or other means to a location outside of the 10 foot buffer zone.

    - Tarps, ropes, or other gently placed materials may be used to temporarily hold back elderberry stems while removing trees that are within the shrub's canopy. [Draft EIR p. 3-63 through p. 3-64]

Mitigation Measure 3.3-2: Avoid Disturbance of Nesting Migratory Birds and Raptors. To avoid impacts on nesting birds and raptors, the following avoidance and minimization measures should be implemented:

1. To the extent feasible, tree treatment activities associated with the project will be conducted outside the breeding season (which generally occurs between March 1 and August 15) for migratory birds and raptors.

2. If tree treatment activities are to take place during the breeding season for these species, a qualified wildlife biologist will be hired to conduct focused pre-treatment nest surveys for active special and non-special status migratory bird and raptor nests. Pre-treatment surveys for tree-nesting raptors and migratory songbirds shall be conducted within 15 days prior to any project activities that will occur between March 1 and August 15 of any given year. All suitable nesting habitat for tree nesting

raptors and migratory songbirds shall be surveyed within 250 feet of the proposed treatment areas. For Swainson's hawk surveys, guidelines provided in the *Recommended Timing and Methodology for Swanson's Hawk Nesting Survey in the Central Valley* (Swainson's Hawk Technical Advisory Committee 2000) would be followed where possible (Appendix G).

3. Surveys for burrowing owls would be conducted between March and May and in accordance with the *Staff Report on Burrowing Owl Mitigation* (CDFG, 2012; Appendix H).

4. Should active nests be identified by these surveys, the nest sites shall be protected from all treatment activities within 250 feet of the nest site until the young have fledged. Treatment activities that must occur within 250 feet of an active nest shall not take place without prior consultation with the California Department of Fish and Wildlife. [Draft EIR p. 3-64]

Mitigation Measure 3.3-3: Avoid Disturbance to Roosting Bats and Maternity Colonies. To avoid impacts on roosting bats and maternity colonies, the following avoidance and minimization measure should be implemented:

1. If tree removal or ground disturbing activities commence on the Project site during the breeding season of native bat species (April 1 to August 31), then a field survey shall be conducted by a qualified bat biologist to determine whether active roosts are present on site or within 50 feet of the project boundaries. Field surveys shall be conducted early in the breeding season before any Project activities begin, when bats are establishing maternity roosts but before pregnant females give birth (April through early May). If no roosting bats are found, then no further mitigation is required.

2. If roosting bats are found, then disturbance of the maternity roosts shall be avoided by halting Project activities until the end of the breeding season or a qualified bat biologist removes and relocates the roosting bats in consultation with CDFW. [Draft EIR p. 3-64 through 3-65]

Rationale: The EIR determined that Mitigation Measures 3.3-1, 3.3-2 and 3.3-3, would set forth a series of procedures that would occur prior to and during construction activities. Pre-construction surveys would identify potential protected species, thus enabling the contractor to avoid their nests during construction activities. Similarly, the avoidance and protective measures recommended above would assist the contractor in minimizing impacts to valley elderberry longhorn beetle by avoiding direct take of their habitat during construction activities. With implementation of these measures, potential impacts to valley elderberry longhorn beetle special status raptor and other migratory birds, and native bat species would be reduced to less-than-significant levels. [Draft EIR p. 3-64 through p. 3-65]

3. **Adverse Effect on Any Riparian Habitat or Other Sensitive Natural Community (Impact 3.3-2):** The proposed trimming of trees within the

project site would have potentially significant impacts on valley foothill riparian habitat and Valley oak woodland, both of which are identified as sensitive natural communities by the California Department of Fish and Wildlife. [Draft EIR p. 3-65 through 3-67]

Finding: The mitigation measures outlined below would reduce to a less-than-significant level the project's impacts related to valley foothill riparian habitat and Valley oak woodland. The mitigation measure reflects changes or alterations that the City has required, or incorporated into, the project which would avoid or substantially lessen the potentially significant impact as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

Mitigation Measure 3.3-4: Conduct WEAP to Avoid or Minimize Impacts on Riparian Habitat. Prior to the start of project activities, a Worker Environmental Awareness Program shall be developed and presented to the contractor in order to address planned work procedures around trees, the locations where specialized treatments are required, and review the acceptable equipment that the contractor may use for project activities. This program will also address valley elderberry longhorn beetle and other sensitive biological resources on the project site. [Draft EIR p. 3-68]

Mitigation Measure 3.3-5: Establish Tree Removal and Trimming Guidelines to Minimize Disturbance. All trimming will be performed using hand tools to prevent additional damage to riparian vegetation. All slash materials (limbs, branches and other woody debris) resulting from trimming activities shall be removed from the study area and properly disposed of at an off-site location.

Furthermore, the City shall protect wetlands, riverine and associated riparian habitats by installing protective fencing. Protective fencing shall be installed along the edge of wetland, riverine and riparian areas, where project activities will occur within 200 feet of the edge of protected habitat (as determined by a qualified biologist). The location of fencing shall be marked in the field with stakes and flagging. [Draft EIR p. 3-68 through 3-69]

Mitigation Measure 3.3-6: Mitigate for the Loss of Tree Resources. The City shall mitigate for the loss of riparian habitat on the site attributable to the removal of mature riparian species. Unless mitigation plantings are found to be infeasible, mitigation for the removal of riparian habitat shall occur through a combination of A and/or B below:

A. Trees would be mitigated at a four-to-one ratio in areas where trees would not interfere with airport operations. Mitigation would be carried out within the Tuolumne River Regional Park Corridor, where appropriate. A Replacement Riparian Tree Planting Plan consistent with the minimum elements specified below shall be prepared. The Replacement Riparian Tree Planting Plan shall include the following minimum elements:

- The plan will specify size, source and specifications of the replacement tree seedlings. At a minimum, all plantings would be direct-seeded with locally collected large acorns and planting procedures would be implemented as recommended by the *Vegetation Management Plan*. Alternatively, young seedlings less than one year old may be used when produced from locally obtained acorns.

- The Plan will include measures for mitigation tree monitoring, weed management, and irrigation. These measures would be implemented as needed to ensure successful survival of young seedlings. The condition of mitigation plantings would be monitored and would include data on seedling height, mortality, and surrounding soil moisture.

B. Replacement for the total number of inches (measured in DBH) lost may be purchased from an oak and riparian tree mitigation bank prior to implementation of tree management actions.

Rationale: The EIR determined that Mitigation Measure 3.3-4 would establish a pre-construction awareness program and establish construction guidelines to help educate contract workers on the biological issues prevalent within the Proposed Project area. By conducting WEAP training prior to the start of construction activities, workers will have a greater awareness of specialized work procedures around protected habitat such as elderberry shrubs and protected waters of the U.S., and adherence to the tree trimming and removal guidelines will help ensure impacts to these biological resources are avoided. Through implementation of Mitigation Measures 3.3-5 and 3.3-6 potential impacts to riparian habitat or other sensitive natural communities would be reduced to a less than significant level. [Draft EIR p. 3-68 through p. 3-69]

3. **Cumulative Impacts to Biological Resources (Impact 3.3-7).** The only other "closely related" project that was identified in the vicinity of the project site was another tree management project located east and south of the airport. Similar to the Proposed Project, tree management activities would be subject to the guidelines set forth in the *Vegetation Management Plan*, as well as the ANSI A300 pruning standards. Furthermore, future management of trees within the TRRP would be conducted under the TRRP Management Plan (Plan). The Plan was designed with a strong conservation-oriented approach in order to protect and enhance the river, integrating the natural processes that shaped the landscape. Therefore, similar BMPs and measures to avoid or limit impacts to biological resources such as native trees, wetlands, and threatened or endangered species would be required as a part of this separate project. Nevertheless, implementation of the Proposed Project would result in the removal of, at a minimum, 233 native oak trees within TRRP. As described under Impact 3.3-2, implementation of the Proposed Project would result in impacts to native riparian trees and habitat, which, despite proposed mitigation, would remain significant. When considered in combination with other closely related projects, such as the tree trimming project to the east and southeast of the airport, implementation of the

Proposed Project would result in a cumulatively significant impact to native riparian habitat on the site attributable to the removal of mature riparian tree species. [Draft EIR p. 3-70 through p. 3-71]

Finding: The mitigation measures outlined below would reduce to a less-than-significant level the project's potential cumulative impacts to biological resources. The mitigation measure reflects changes or alterations that the City has required, or incorporated into, the project which would avoid or substantially lessen the potentially significant impact as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

See Mitigation Measures 3.3-4 through 3.3-6. Implement these measures as described above. [Draft EIR p. 3-68]

Impact Significance after Mitigation: Mitigation Measure 3.3-4 would establish a construction awareness program and establish guidelines to help educate contract workers on the biological issues prevalent within the Proposed Project site. By conducting WEAP training prior to the start of construction activities, workers will have a greater awareness of specialized work procedures around protected habitat such as elderberry shrubs and protected waters of the U.S., and adherence to the tree trimming and removal guidelines will help ensure impacts to these biological resources are avoided. Through implementation of the Mitigation Measures 3.3-5 and 3.3-6, potential cumulative impacts to riparian habitat or other sensitive natural communities would be reduced to a less than significant level.

B. Cultural Resources

1. **Cause an Adverse Change in the Significance of an Unknown Paleontological, Geological, or Archeological Resource (Impact 3.4-2 and Impact 3.4-3):** Neither the archival search nor the field reconnaissance resulted in the identification of prehistoric archaeological resources within the Proposed Project area. Regardless, the possibility still exists for the discovery of such resources as a result of potential earthmoving activities associated with the Proposed Project (e.g. tree stump removal). Prehistoric materials might include obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil ("midden") containing heat-affected rocks, artifacts, or shellfish remains; and stone milling equipment (e.g., mortars, pestles, hand stones, or milling slabs), as well as battered stone tools, such as hammer stones and pitted stones. Inadvertent damage to significant and unique archaeological or paleontological resources during construction would be a potentially significant impact. Implementation of of Mitigation Measure 3.4-1, however, would reduce potential impacts to a less-than-significant level [Draft EIR p. 3-87]

   Finding: The mitigation measure outlined below would reduce to a less-than-significant level the project's potential impact to unknown paleontological, geological, or archeological resources. The mitigation measure reflects changes or alterations that the City has required, or incorporated into, the project which would avoid or substantially lessen the

potentially significant impact as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

Measure 3.4-1: Discovery of Archaeological, Paleontological or Geological Resources. In the event that previously unidentified archaeological, Native American, or paleontological resources are uncovered during project implementation, all work should cease within 100 feet of the find until it can be evaluated by a qualified archaeologist, as defined as one meeting the Secretary of the Interior's Professional Qualification Standards for archaeology, or paleontologist (U.S. Department of the Interior, 2012). If the find is determined to be potentially significant, the archaeologist, in consultation with the lead agency and appropriate Native American group(s) (if the find is prehistoric or Native American in nature) or paleontologist should develop a treatment plan with an emphasis towards preservation in place. If resources are encountered, avoidance, or preservation in an undisturbed state is the preferable course of action. CEQA §21083.2(b). provides that preservation methods may include:

- Planning construction to avoid archaeological sites;
- Deeding sites into permanent conservation easements;
- Capping or covering sites with a layer of soil before building on the sites; and
- Planning parks, green space, or other open space to incorporate archaeological sites. [Draft EIR p. 3-87]

Rationale: The EIR determined that implementation of this measure shall ensure that all applicable government regulations (as identified above) are adhered to in the event of the discovery of archeological, paleontological or geological resources.. Potential impacts to archeological, paleontological or geological resources, with the implementation of this measure, are considered less than significant. [Draft EIR p. 3-87]

2. **Disturb any human remains, including those interred outside a formal cemetery (Impact 3.4-4):** There is no indication, either from the archival research results or the archaeological survey, that any particular location in Proposed Project area was used for human burial purposes in the recent or distant past. Therefore, it is unlikely that human remains would be encountered during the Proposed Project. However, in the unlikely event that human remains were discovered during subsurface activities, including those interred outside of formal cemeteries, the human remains could be inadvertently damaged, which could be a significant impact. [Draft EIR p. 3-88]

   Finding: The mitigation measure outlined below would reduce to a less-than-significant level the project's potential impact to human remains interred outside a formal cemetery. The mitigation measure reflects changes or alterations that the City has required, or incorporated into, the project which would avoid or substantially lessen the potentially significant impact as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

Measure 3.4-3: Accidental Discovery of Human Remains. If human remains are encountered unexpectedly during construction excavation and grading activities, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to PRC Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission. The NAHC will then identify the person(s) thought to be the Most Likely Descendent of the deceased Native American, who will then participate in consultation with the landowner to determine the appropriate future disposition of the remains. [Draft EIR p. 3-88 through p. 3-89]

Rationale: The EIR determined that implementation of this measure shall ensure that all applicable government regulations (as identified above) are adhered to in the event of the discovery of human remains. Potential impacts to human remains, with the implementation of this measure, are considered less than significant. [Draft EIR p. 3-89]

3. **Cumulative impacts to cultural resources (Impact 3.4-5):** As described in Chapter 2, Propsed Project, [Draft EIR p. 2-1 through p. 2-20], the only other "closely related" project that was identified in the vicinity of the project site was another tree management project near the TRRP. Although the Proposed Project would have potentially significant impacts to unknown archaeological resources and human remains, there are no other past, present, or reasonably foreseeable future development projects which could combine with the project's impacts to form a significant, cumulative impact to archaeological resources or human remains. While the future project identified within the TRRP would potentially include earth-disturbing activities (i.e., stump removal), it is likely that similar measures to those identified in this EIR to avoid impacts to unknown cultural resources would be implemented for that project. As such, implementation of Mitigation Measures 3.4-1 through 3.4-3, in addition to similar measures undertaken through CEQA guidelines and standards in projects in the vicinity, would mitigate cumulative impacts to cultural resources. Therefore, the Proposed project would not result in significant cumulative impacts to cultural resources.

C. Hydrology and Water Quality

1. **Violate Any Water Quality Standards or Waste Discharge Requirements (Impact 3.6-1):** Implementation of the Proposed Project, which includes the trimming of trees obstructing MOD's navigable airspace, may generate minor, but adverse impacts to water quality. These impacts may be generated through tree trimming operations along the banks of the Tuolumne River. Potential impacts include falling wood debris, disturbed sediment, and additional sources of pollutants, including petroleum-based vehicle and equipment fluids and trash. The introduction or combined introduction of any of these pollutants could increase turbidity in the River, thus potentially violating the policies and guidelines identified in the Regulatory Setting above. Violation of these standards is considered a potentially significant impact. [Draft EIR p. 3-113]

   Finding: Implementation of Mitigation Measures 3.6-1 through 3.6-3 would avoid potential violations to applicable water quality standards. The mitigation measures reflects changes or alterations that the City has

required, or incorporated into, the project which would avoid or substantially lessen the potentially significant impact as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

Mitigation Measures 3.6-1: Implement Mitigation Measure 3.3-5 (See section 3.3), which calls for the City to conduct WEAP training prior to construction to avoid or minimize impacts on riparian habitat.

Mitigation Measure 3.6-2: Implement Mitigation Measure 3.3-6 (See section 3.3), which calls for the establishment of tree removal and trimming guidelines to minimize disturbance to the Tuolumne River and other habitat.

Mitigation Measure 3.6-3: Implement soil erosion best management practices (BMPs). Prior to and during demolition and construction activities, the contractor shall implement the following BMPs:

- Placing fiber rolls around onsite drain inlets to prevent sediment and construction-related debris from entering inlets.
- Placing fiber rolls along the perimeter of the site to reduce runoff flow velocities and prevent sediment from leaving the site.
- Placing silt fences downgradient of disturbed areas to slow down runoff and retain sediment.
- All disturbed soil will be seeded, mulched, or otherwise protected at the end of tree maintenance activities.
- Stabilizing construction entrance to reduce the tracking of mud and dirt onto public roads by construction vehicles. [Draft EIR p. 3-114 through 3-115]

Rationale: The EIR determined that implementation of Mitigation Measures 3.6-1 through 3.6-3 will ensure that debris and erosion associated with demolition and construction activities is minimized and that trimmings, fluids, trash, and top soil is retained and kept away from inlets, storm drains, and open surface water. With implementation of this measure, impacts to water quality associated with the generation of debris and the loss of topsoil are reduced to less-than-significant levels. [Draft EIR p. 3-115]

2. **Otherwise Substantially Degrade Water Quality (Impact 3.6-6):** Implementation of the Proposed Project, which includes the trimming of trees obstructing MOD's navigable airspace, may generate minor, but adverse impacts to water quality. These impacts may be generated through tree trimming operations along the banks of the Tuolumne River. Potential impacts include falling wood debris, disturbed sediment, and additional sources of pollutants, including petroleum-based vehicle and equipment fluids and trash. The introduction or combined introduction of any of these pollutants could increase turbidity in the River, thus potentially degrading water quality within the project site. This is considered a potentially significant impact. [Draft EIR p. 3-116]

Finding: Implementation of Mitigation Measures 3.6-1 through 3.6-3 would avoid potential degradation to the quality of the Tuolumne River. The mitigation measures reflects changes or alterations that the City has required, or incorporated into, the project which would avoid or substantially lessen the potentially significant impact as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

Mitigation Measures 3.6-1 through 3.6-3. Implement these measures as described above.

Rationale: The EIR determined that implementation of mitigation measures 3.6-1 through 3.6-3 will ensure that debris and erosion associated with demolition and construction activities is minimized and that trimmings, fluids, trash, and top soil is retained and kept away from inlets, storm drains, and open surface water. With implementation of this measure, impacts to water quality associated with the generation of debris and the loss of topsoil are reduced to less-than-significant levels.

3. **Considerable Cumulative Impacts to Water Quality (Impact 3.6-11):** The only other "closely related" project that was identified in the vicinity of the project site was another tree management project to the east and south of TRRP. Similar to the Proposed Project, tree management activities would be subject to applicable guidelines, including the ANSI A300 pruning standards. Tree trimming activities within the TRRP, like the Proposed Project, has the potential to generate debris, erosion, and other pollutants that may damage water quality for wetlands, riverine, and other riparian habitat. [Draft EIR p. 3-118]

   Finding: Implementation of Mitigation Measures 3.6-1 through 3.6-3 would avoid potential cumulative impacts to water quality in the project area. The mitigation measures reflects changes or alterations that the City has required, or incorporated into, the project which would avoid or substantially lessen the potentially significant impact as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

   Mitigation Measures 3.6-1 through 3.6-3. Implement these measures as described above. [Draft EIR p. 3-119]

   Rationale: Implementation of Mitigation Measures 3.6-1 through 3.6-3 will ensure that debris and erosion associated with demolition and construction activities is minimized and that trimmings, fluids, trash, and top soil is retained and kept away from inlets, storm drains, and open surface water. With implementation of this measure, will reduce impacts to less-than-significant levels, thus avoiding contribution to a cumulatively considerable water quality impact. [Draft EIR p. 3-119]

D. Noise

1. **Expose Persons to Noise Levels in Excess of Local Standards (Impact 3.7-1):** Pruning would occur during the winter season for approximately two

months and would involve the use of hand tools (such as hand saws and chainsaws). Removed tree limbs and other refuse would be loaded onto trucks and removed in accordance with the City of Modesto municipal code pertaining to the collection of pruned refuse. An arborist and crew of 10 to 15 workers would conduct the tree trimming. As described below under Impact 3.7-4, daytime pruning noise levels would be similar to existing noise levels at nearby sensitive receptor locations, but trimming activities would likely be noticeable and a nuisance if they were to occur in the evening or nighttime hours. The following mitigation measure would ensure that noise levels would be reduced to the greatest extent feasible and would limit machinery use to the less noise sensitive daytime hours. [Draft EIR p. 3-130]

Finding: The mitigation measure outlined below would reduce to a less than significant level the project's impacts related to exposure of persons to noise levels in excess of local standards. The mitigation measure reflects changes or alterations that the City has required, or incorporated into, the project which would avoid or substantially lessen the potentially significant impact as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

Mitigation Measure 3.7-1: Implement Construction-Related Noise Reducing Measures. The applicant shall require the construction contractor to implement the following measures:

- Construction activities shall be limited to the daytime hours between 7:00 a.m. and 7:00 p.m. Monday through Friday to avoid noise-sensitive hours of the day.
- Construction equipment and vehicles shall be equipped with properly operating mufflers according to the manufacturers' recommendations.
- Construction contractors shall locate fixed construction staging area as far as possible from nearby residences.
- Haul routes that affect the fewest number of people shall be selected. [Draft EIR p. 3-130]

Rationale: The EIR determined that Implementation of Mitigation Measure 3.7-1 (construction-related noise reducing measures) would ensure that noise associated with project construction would be reduced to the greatest extent feasible and would comply with applicable standards and regulations that pertain to the Proposed Project. This impact would be less-than-significant. [Draft EIR p. 3-130]

2. **Result in a Substantial, Temporary Increase in Ambient Noise Levels (Impact 3.7-4):** The ambient noise environment in the immediate project vicinity is defined primarily by noise from Mitchell Road and aircraft operating out of MOD. Existing traffic noise levels on Mitchell Road are approximately 71 dB L. With respect to noise generated by aircraft, homes located south of Tuolumne River are within 60 dB CNEL contour associated with both current (2008) and future (2015) forecasted operations (City of Modesto, 2008). The closest residences to potential tree trimming activities would be

approximately 275 feet away, in the City of Ceres, and would experience noise levels of potentially 61 dBA Lmax. Construction noise at these levels would be similar to existing noise levels at nearby sensitive receptor locations, though trimming activities would likely be noticeable and a nuisance if they were to occur in the evening or nighttime hours. Construction would be short term (approximately 2 months) and intermittent. The use of equipment would be temporary and episodic, affecting only a few nearby receptors for a limited period of time. Overall, the noise generated during short-term construction activities of the Proposed Project would have the potential to result in a substantial increase in noise at the nearest residences. Compliance with City of Modesto and City of Ceres noise ordinances, per Mitigation Measure 3.7-1, would ensure temporary construction noise would be less than significant. [Draft EIR p. 3-131 through 3-132]

Finding: The mitigation measure outlined below would reduce to a less than significant level the project's impacts related to exposure of persons to a substantial, temporary increase in ambient noise levels. The mitigation measure reflects changes or alterations that the City has required, or incorporated into, the project which would avoid or substantially lessen the potentially significant impact as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

Mitigation Measure 3.7-2: Implement Mitigation Measure 3.7-1, which calls for a series of construction-related noise reducing measures. [Draft EIR p. 3-132]

Rationale: The EIR determined that implementation of Mitigation Measure 3.7-1 (construction-related noise reducing measures) would ensure that noise associated with project construction would be reduced to the greatest extent feasible and would limit machinery use to the less noise-sensitive daytime hours. This impact would be less-than-significant. [Draft EIR p. 3-132]

3. **Result in Cumulatively Considerable Noise Increases (Impact 3.7-8):** The only other "closely related" project that was identified in the vicinity of the project site was another tree management project planned by the City of Modesto located east and south of MOD. A cumulative impact arises when two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts. Cumulative impacts can result from individually minor but collectively significant impacts, meaning that the project's incremental effects must be viewed in connection with the effects of the past, current and probable future projects. It is assumed that actions associated with the other tree management would be similar to those of the Proposed Project. Specifically, noise generated from the use of tree trimming equipment and vehicles would be of similar levels and short-term. Based on the limited equipment needed for tree trimming and the short-term duration of the Proposed Project, even if other construction activities were to occur in the vicinity of the Proposed Project, compliance with

the applicable local noise ordinances and implementing basic noise controls would ensure that temporary noise exposure due to construction would be less than significant. The Proposed Project would not result in long-term operational activities or noise exposure and would not contribute to the long-term cumulative noise environment. [Draft EIR p. 3-133]

Finding: The mitigation measure outlined below would reduce to a less than significant level the project's contribution to a potential cumulative impact related to exposure of persons to a substantial, temporary increase in ambient noise levels. The mitigation measure reflects changes or alterations that the City has required, or incorporated into, the project which would avoid or substantially lessen the potentially significant impact as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

Mitigation Measure 3.7-3: Implement Mitigation Measure 3.7-1, which calls for a series of construction-related noise reducing measures. [Draft EIR p. 3-133]

Rationale: Though the timing of the Proposed Project is unlikely to occur in concert with other tree trimming projects identified in the vicinity of the project area, even if other construction activities were to occur in the vicinity of the Proposed Project, compliance with the applicable City or County standards and implementing basic noise controls would ensure that temporary noise exposure due to construction would be less than significant. Implementation of Mitigation Measure 3.7-1 will further reduce potential cumulative noise impacts to less-than-significant levels. [Draft EIR p. 3-133]

SECTION IV

FINDINGS REGARDING ENVIRONMENTAL IMPACTS THAT ARE SIGNIFICANT AND UNAVOIDABLE

A. Aesthetics

1. **Substantial Cumulative Impact to an Aesthetic Resource or the Visual Quality of the Site (Impact 3.1-5):** The only other closely related cumulative project that was identified within the vicinity of the Proposed Project was a similar tree management project located east and south of the Proposed Project. Like the Proposed Project, the other tree management project involves pruning or removing of trees that currently obstruct the airports navigable airspace. Due to the more urbanized nature of the areas around TRRP where other trimming activities have occurred, the overall cumulative aesthetic impact that would result from this other closely related project would be less than significant. In the OFA of Runway 28R's is where we see the most significant impact. The removal of 240 trees will create a visual void and as previously noted, the most significant impact will be to those receptors using Park facilities, and to a lesser degree, it also has the potential to affect receptors south of Tuolumne River and motorists traveling

southbound on Mitchell Road Bridge. Implementation of Mitigation Measure 3.1-1 would partially reduce this impact by restoring the ecological aesthetic of the project site with other types of native vegetation, however, the overall impact to the visual character of the TRRP would remain significant. Therefore, when considered with the visual impacts associated with the other tree trimming project in the vicinity of the Park, implementation of the Proposed Project would have a significant, cumulative impact to the visual quality of the project site. [Draft EIR p. 3-9]

Mitigation Measures 3.1-5: Impact Significance after mitigation:

See Mitigation Measure 3.1-1

Rationale: Implementation of Mitigation Measure 3.1-1 will reduce the overall visual impact to the TRRP by restoring areas within the project site where a large number of trees are removed with other types of vegetation. Use of approved native plant species will ensure a consistent ecological aesthetic, while also filling in areas that would otherwise be left void of vegetation; thus improving the overall post-project aesthetic condition of the project site. While implementation of this measure would reduce the overall impact the Proposed Project would have on the aesthetic qualities of the TRRP, replacement of trees with other types of native vegetation would not fully address the impact resulting from the loss of mature valley oaks and other types of native trees, which are the most distinctive visual resource within the project site. Therefore, this impact remains significant and unavoidable. [Draft EIR p. 3-10]

2. **Adverse Effect on a Scenic Vista (Impact 3.1-1):** The Proposed Project is located entirely within the TRRP, which has intrinsic scenic value to various view groups, including recreationalists using the park, area residents, and southbound motorists traveling over Mitchell Road Bridge. Scenic resources within and adjacent to the project site include the native and non-native vegetation associated with TRRP, as well as the Tuolumne River, which is located immediately south of the site. The Proposed Project, however, would require management of native and non-native trees within TRRP. Approximately 999 trees within the Park would require trimming. Of these 999 trees, 240 trees located within the object free area (OFA) for Runway 28R will require removal pursuant to FAA guidelines. Trees which need more than 25 percent of their crown to be removed may also require removal (subject to the assessment of a qualified arborist). Viewer groups that would be most affected by the Proposed Project include users of TRRP, which traverse through the Park via its bike/pedestrian trail system. Homeowners with residences south of the Tuolumne River and north of River Road would be the next most affected user group. However, views of the River from these homes are obscured by existing vegetation and steep terrain that slopes away from the houses. It should also be noted that some of the scenic value of the River in this area has been diminished due to the surrounding development, including homes, the Airport, and the Mitchell

Road Bridge. Trimming of trees within TRRP would not dramatically alter the scenic qualities of the project site. Trees would be trimmed according to all applicable local standards, as well as ANSI A300 guidelines, which call for selective pruning that will preserve the health and appearance of the tree. Removal of the 240 trees within Runway 28R's OFA, however, constitutes a loss of a valuable scenic resource within the TRRP. While vegetation would naturally grow back in areas where trees have been removed, this process would occur over the course of several years and in the interim, portions of the TRRP where trees were removed from a single, contiguous area would remain empty. While the selective removal of trees would not fundamentally change the nature of the project area, removal of large numbers of trees, particularly from one contiguous area – such as the cluster of trees within MOD's OFA – would create empty "pockets" within otherwise uninterrupted stretches of native vegetation. The creation of empty pockets of space where there was mature native vegetation previously would have a potentially adverse effect on the aesthetic value of the project area. Implementation of Mitigation Measure 3.1-1, which would require the City to prepare and implement a restoration plan for areas within the project site where large clusters of trees are removed, would help offset some of the visual impact caused by the tree removal. Identified areas would be restored with appropriate native vegetation that would not grow to heights above MOD's navigable airspace (as defined by FAR 77). However, while removed trees would be replaced at other locations within the TRRP corridor (see Mitigation Measure 3.3-6) and certain areas within the project site would be restored with other types of native vegetation, this would not reduce or avoid the overall aesthetic impact to the Park caused by the removal of trees from contiguous areas within the project site. Given the extent of the trees that would be removed from the TRRP, and the aesthetic impact that would be caused by the creation of empty areas or pockets where vegetation had been removed, potential impacts to a scenic vista as a result of the Proposed Project are considered significant. [Draft EIR p. 3-5 through p. 3-6]

Mitigation Measures 3.1-1: Prepare and Implement a Post-Project Re-vegetation Restoration Plan. Following completion of the Proposed Project, the City, with the assistance of a qualified biologist or landscape architect, will prepare a re-vegetation restoration plan for locations indicated on Figure 3.1-2 [Draft EIR p. 3-7], where a substantial number of trees would be removed from a single contiguous area. Selected plant species, such as shrubs and grasses, will be chosen based upon their ability to conform with applicable height standards established in FAR Part 77: *Objects Affecting Navigable Airspace*, and will be consistent with the approved plant palette for TRRP, as provided in Appendix A of the *Tuolumne River Regional Park Master Plan*. A draft copy of the post-project vegetation restoration plan would be submitted to the TRRP Joint Powers Authority for review and approval prior to its implementation. Implementation of the re-vegetation plan shall occur within one growing season following the completion of maintenance activities. [Draft EIR p. 3-6]

Rationale: Implementation of Mitigation Measure 3.1-1 will reduce the overall visual impact to the TRRP by restoring areas within the project site where a large number of trees are removed with other types of vegetation. Use of approved native plant species will ensure a consistent ecological aesthetic, while also filling in areas that would otherwise be left void of vegetation, thus improving the overall post-project aesthetic condition of the project site.

While implementation of this measure would reduce the overall impact the Proposed Project would have on the aesthetic qualities of the TRRP, replacement of trees with other types of native vegetation would not fully address the impact resulting from the loss of mature valley oaks and other types of native trees, which are the most distinctive visual resource within the project site. Therefore, this impact remains significant and unavoidable. [Draft EIR p. 3-6]

3. **Degrade Existing Visual Character or Quality of the Site (Impact 3.1-3):** As previously discussed in 3.1-1, generally the visual character quality of TRRP will not be affected, but there is one area located within Runway 28R's OFA, where 240 trees have been identified for removal. This will create an empty space, void, and would affect the scenic value of the Park, which is characterized as a densely wooded area largely made up of mature valley oaks. Despite the measures taken regarding re-vegetation, the impact to the visual quality of the Park areas closest to the Airport resulting from the loss of valley oaks and other native trees would remain permanent. Therefore, the impact of the visual character of the project site is considered significant and unavoidable. [Draft EIR p. 3-8]

Mitigation Measures 3.1-3: Impact Significance after mitigation:

See Mitigation Measure 3.1-1

Rationale: Implementation of Mitigation Measure 3.1-1 will reduce the overall visual impact to the TRRP by restoring areas within the project site where a large number of trees are removed with other types of vegetation. Use of approved native plant species will ensure a consistent ecological aesthetic, while also filling in areas that would otherwise be left void of vegetation; thus improving the overall post-project aesthetic condition of the project site. While implementation of this measure would reduce the overall impact the Proposed Project would have on the aesthetic qualities of the TRRP, replacement of trees with other types of native vegetation would not fully address the impact resulting from the loss of mature valley oaks and other types of native trees, which are the most distinctive visual resource within the project site. Therefore, this impact remains significant and unavoidable. [Draft EIR p. 3-08 through p. 3-09]

SECTION V

FINDINGS REGARDING PROJECT ALTERNATIVES

A. Background

Section 15126.6 of the State CEQA Guidelines requires EIRs to consider and discuss alternatives to the proposed actions. Subsection (a) states:

> (a) An EIR shall describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives. An EIR need not consider every conceivable alternative to a project. Rather it must consider a reasonable range of potentially feasible alternatives that will foster informed decision-making and public participation. An EIR is not required to consider alternatives which are infeasible. The lead agency is responsible for selecting a range of project alternatives for examination and must publicly disclose its reasoning for selecting those alternatives. There is no ironclad rule governing the nature or scope of the alternatives to be discussed other than the rule of reason.

Subsection 15126.6(b) states the purpose of the alternatives analysis:

> (b) Because an EIR must identify ways to mitigate or avoid the significant effects that a project may have on the environment (Public Resources Code Section 21002.1), the discussion of alternatives shall focus on alternatives to the project or its location which are capable of avoiding or substantially lessening any significant effects of the project, even if these alternatives would impede to some degree the attainment of the project objectives, or would be more costly.

In Subsection 15126.6(c), the State CEQA Guidelines describe the selection process for a range of reasonable alternatives:

> (c) The range of potential alternatives to the proposed project shall include those that could feasibly accomplish most of the basic objectives of the project and could avoid or substantially lessen one or more of the significant effects. The EIR should briefly describe the rationale for selecting the alternatives to be discussed. The EIR should also identify any alternatives that were considered by the lead agency but were rejected as infeasible during the scoping process and briefly explain the reasons underlying the lead agency's determination. Additional information explaining the choice of alternatives may be included in the administrative record. Among the factors that may be used to eliminate alternatives from detailed consideration in an EIR are: (i) failure to meet most of the basic project objectives, (ii) infeasibility, or (iii) inability to avoid significant environmental impacts.

The range of alternatives required is governed by a "rule of reason" that requires the EIR to set forth only those alternatives necessary to permit a reasoned choice. The EIR shall include sufficient information about each alternative to allow meaningful evaluation, analysis, and comparison with the proposed project. Alternatives are limited to ones that would avoid or substantially lessen any of the significant effects of the project. Of those alternatives, the EIR need examine in detail only the ones that the lead agency determines could feasibly attain most of the basic objectives of the project.

The project seeks to achieve the following key objectives [Draft EIR p. 2-3]:

1. Provide a safe environment for air travelers and people who live and work in the vicinity of the Airport;
2. Comply with FAR Part 77: *Objects Affecting Navigable Airspace*; and,
3. Maintain object-free airspace while responsibly managing and preserving the environment within TRRP and particularly along the Tuolumne River.

The City evaluated a total of three alternatives in detail. Those alternatives are:

- **No Project Alternative** [Draft EIR pp. 4-2 through 4-4]
- **Complete Tree Removal Alternative** [Draft EIR pp. 4-5 through 4-7]
- **Only Twenty-Five Percent Trim Alternative** [Draft EIR pp. 4-7 through 4-10]

A complete discussion for alternatives that were considered in detail is provided below.

B. Alternatives Considered in Detail in the EIR

The following project alternatives were considered in detail in the EIR. These alternatives are rejected for various reasons as set forth below.

1. No Project Alternative

Under the No Project Alternative, the Proposed Project site would remain in its current condition. Trees that currently obstruct MOD's navigable airspace would not be trimmed or removed, and these hazards would remain in place. The No Project Alternative was selected to fulfill the requirements of CEQA Section 15126.6(3). [Draft EIR p. 4-2]

Finding: Based upon the Supporting Explanation below, the City Council rejects the No Project Alternative because it does not comply with the project objectives of providing a safe environment for air travelers and people who live and work in the vicinity of the Airport; complying with FAR Part 77: *Objects Affecting Navigable Airspace*; and maintaining object-free airspace.

Supporting Explanation: The No Project Alternative would have no effect on the existing environment. With no trimming or removal activities, trees would be left in their existing state. While this would have an overall neutral effect on the environment, as compared to the Proposed Project, the No Project Alternative would also allow objects that are considered obstructions to MOD's navigable airspace to remain in place. In their current state, these trees constitute hazards to aircraft operating at the Airport. As a Primary commercial service airport in the FAA's National Plan of Integrated Airport Systems (NPIAS), the City is obligated to maintain MOD's airspace in compliance with operating regulations set forth in Federal Aviation Regulations (FARs); specifically FAR Part 77: *Objects Affecting Navigable Airspace*, which identifies the criteria that are used to define obstructions for airports and their surrounding airspace. Therefore, while there would be no effect on the environment, because it allows obstructions to navigable airspace to remain in place, the No Project Alternative would not obtain any of the Proposed Project's objectives and is therefore infeasible. [Draft EIR p. 4-4]

2. Complete Tree Removal Alternative

This alternative assumes that all trees identified as obstructions within MOD's navigable airspace would be removed [Draft EIR p. 4-4]

Finding: Based upon the Supporting Explanation below, the City Council rejects the Complete Tree Removal Alternative because it does not meet maintaining an object-free airspace while responsibly managing and preserving the environment within TRRP and surrounding areas; particularly the Tuolumne River.

Supporting Explanation: The Complete Tree Removal Alternative would result in the complete removal of the 999 trees that have been identified as obstructions to MOD's navigable airspace and would impact the scenic quality of the project site, which resides within a portion of TRRP. Complete removal of these trees would have a significant impact to the visual quality of the project site for viewer groups using the TRRP, as well as viewer groups located in the residential area to the south of the Proposed Project site. While a large number of trees that have not been identified as obstructions would remain within the project area, the removal of nearly one thousand trees that provide scenic value to TRRP and is a natural part of the ecological aesthetic of the Tuolumne River environs would be a significant impact. Therefore, overall impacts to aesthetic resources as a result of Alternative B are considered greater than the Proposed Project. [Draft EIR p. 4-5 through p. 4-6]

3. Only Twenty-Five Percent Trim Alternative

This alternative would trim all 999 trees identified for maintenance under the Proposed Project. However, under this alternative, trees would have no more than twenty-five percent of their crowns removed, thus eliminating the potential need to remove any trees from the project site. As a result of only the twenty-five percent trim, trees currently requiring more than twenty-five of their crown to be removed in order to meet FAA height standards (as defined by FAR Part 77) would remain obstructions to MOD's navigable airspace. The 240 trees located within Runway 28R's OFA, however, would still be removed in order to comply with FAA safety standards under this Alternative. [Draft EIR p. 4-7 through p. 4-8]

Finding: Based upon the Supporting Explanation below, the City Council rejects the Only Twenty-Five Percent Trim Alternative because it would only be able to partially meet the City's three objectives. While trimming up to twenty-five percent of a tree's respective crown may avoid or reduce some environmental impacts and remove some identified obstructions, this alternative would fail to remove all the trees obstructing MOD's navigable airspace.

Supporting Explanation: The Only Twenty-Five Percent Trim Alternative would avoid or reduce some of the impacts generated under the Proposed Project. Furthermore, by trimming twenty-five percent of a tree's crown, this alternative would remove some of the obstructions that have been identified within the project site. However, constraining the trimming of trees to only twenty-five percent of their crowns would also mean that some trees would continue to obstruct MOD's navigable airspace. As such, MOD would not be in full compliance with the standards set forth in FAR Part 77. Therefore, this Alternative is less feasible than the Proposed Project. [Draft EIR p. 4-11]

SECTION VI

STATEMENT OF OVERRIDING CONSIDERATIONS

Because the Project will result in significant and unavoidable environmental impacts, CEQA requires the City Council to balance the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of the Project against the unavoidable environmental risks, when determining whether to approve the Project. If the City Council finds that the specific economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of the Project outweigh the unavoidable adverse environmental effects, the adverse effects may be considered "acceptable." (CEQA Guidelines, § 15093.) When the City Council approves a Project that will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened, the City Council must adopt a Statement of Overriding considerations stating the specific reasons to support its action based on the final EIR and/or other information in the record in a Statement of Overriding Considerations. The City Council hereby finds as follows:

The Modesto City-County Airport is a Primary Commercial Service Airport. The owner of such an airport is obligated to maintain airspace regulated by the FAA. Any navigable airspace obstruction can cause decreased FAA approach and departure designs which would be detrimental to commercial and general aviation aircraft operations. A reduced approach/departure design would cause negative impacts to the area and region's economy because a reduced design limits aircraft operations. Limiting aircraft operations can have direct economic impacts to aviation businesses located on and off airport property and indirect negative impacts to businesses supplying services to the airport and its tenants.

The project will trim or remove all trees that penetrate FAR Part 77. This project will help comply with FAA FAR Part 77 - Objects Affecting Navigable Airspace and will enhance the safety, health and welfare of the public, surrounding community/neighbors, aviators and aircraft/equipment. Trimming and removing methods would adhere to mitigation measure 3.1-1 and follow guidelines established in the vegetation management plan and the American National Standard for pruning.

Despite the application of all available mitigation measures, the Project will result in significant and unavoidable adverse impacts to aesthetics as set forth above. The City Council finds that the specific economic, legal, social, and technological benefits of the Project, set forth above, outweigh the significant and unavoidable adverse environmental impacts of the Project, and, therefore, the significant and unavoidable adverse impacts of the Project are considered "acceptable."

SECTION VII

CERTIFICATION OF EIR

The City Council finds that it has reviewed and considered the Final EIR and all other information available in the administrative record in evaluating the project, that the EIR is an accurate and objective statement that fully complies with the Public Resources Code and the State CEQA Guidelines, and that the EIR reflects the independent judgment of the City Council. The City Council consequently certifies the EIR.

The City Council finds that no new significant information as defined by State CEQA Guidelines Section 15088.5 has been received by the City after circulation of the Draft EIR nor added by the City to the EIR that would require recirculation.

The City Council certifies the EIR based on, without limitation, the following finding and conclusions:

1. The significant environmental impacts set forth in Section IV of this Resolution have been identified in the EIR and will require mitigation, which will reduce potential impacts to less-than-significant levels, with the exception of the significant and unavoidable impacts identified herein.

2. There are no feasible alternatives or mitigation measures available that will avoid or substantially reduce the significant and unavoidable impacts of the Project.

3. Other reasonable alternatives to the proposed project that could feasibly achieve the basic goals and objectives of the project have been considered and rejected in favor of the proposed Tuolumne River Regional Park Obstruction Management Project.

MODESTO CITY COUNCIL
RESOLUTION NO. 2015 -378

RESOLUTION APPROVING A FIRST AMENDED AND RESTATED JOINT POWERS AGREEMENT BETWEEN THE DEL PUERTO WATER DISTRICT, THE CITY OF TURLOCK, AND THE CITY OF MODESTO FOR THE NORTH VALLEY REGIONAL RECYCLED WATER PROGRAM, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, on November 25, 2014, the City Council, by Resolution No. 2014-491, approved a Joint Powers Agreement (JPA) between the Del Puerto Water District (DPWD) to advance the North Valley Regional Recycled Water Program (NVRRWP), and

WHEREAS, the original JPA did not include the City of Turlock, who is also a partner in the NVRRWP, due to institutional delays, and

WHEREAS, the City of Turlock has resolved the issues of delay and has successfully negotiated with the NVRRWP partners DPWD and the City of Modesto for inclusion in the JPA,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a First Amended and Restated Joint Powers Agreement between the Del Puerto Water District, the City of Turlock, and the City of Modesto for the North Valley Regional Recycled Water Program.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the First Amended and Restated Joint Powers Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 6th day of October, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-379

A RESOLUTION REAPPOINTING SANDRA LUCAS TO THE CITY OF MODESTO PLANNING COMMISSION

WHEREAS, Section 1102 of the Charter of the City of Modesto authorizes the City Council to appoint members to various Boards and Commissions, and

WHEREAS, the Appointments Committee met on September 15, 2015 and recommended reappointment of Sandra Lucas to the Modesto Planning Commission for a second four-year term.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Council of the City of Modesto as follows:

SECTION 1. Sandra Lucas is hereby reappointed to the Modesto Planning Commission for a second four-year term, expiration date of January 1, 2020.

SECTION 2. The City Clerk is hereby directed to transmit a copy of this resolution to the appointed member of the Modesto Planning Commission, and the Secretary thereof.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 13th day of October, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST:

STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-380

A RESOLUTION APPOINTING JESSICA SELF TO THE CITY OF MODESTO BOARD OF ZONING ADJUSTMENT

WHEREAS, Section 1102 of the Charter of the City of Modesto authorizes the City Council to appoint members to various Boards and Commissions, and

WHEREAS, the Appointments Committee met on September 15, 2015 and recommended appointment of Jessica Self to the Modesto Board of Zoning Adjustment.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Council of the City of Modesto as follows:

SECTION 1. Jessica Self is hereby appointed to the Modesto Board of Zoning Adjustment with a term expiration of January 1, 2020.

SECTION 2. The City Clerk is hereby directed to transmit a copy of this resolution to the appointed member of the Modesto Board of Zoning Adjustment, and the Secretary thereof.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 13th day of October, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Gunderson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST:

STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-381

RESOLUTION APPROVING AN AGREEMENT WITH CORNERSTONE ONDEMAND OF SANTA MONICA, CA TO PROVIDE AN ONLINE PERFORMANCE EVALUATION SYSTEM IN ACCORDANCE WITH THE AGREED UPON SCOPE OF WORK, FOR A TOTAL COST OF $49,320; AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the completion of performance evaluations is often time consuming, cumbersome, and require retroactive salary adjustments, and

WHEREAS, the City currently utilizes a manual process to complete performance appraisals, and

WHEREAS, the City of Modesto desires to have a high functioning and integrated Performance Management System that provides timely feedback to employees, produces reports on organizational performance, and connects employee performance to the City's Strategic Plan, and

WHEREAS, an automated system would address current deficiencies currently identified and would provide efficiencies in the completion of performance evaluations; and

WHEREAS, representatives from the City Manager's Office, Human Resources, and Information Technology reviewed multiple systems in accordance with a prescribed set of system requirements; and

WHEREAS, the representatives unanimously identified Cornerstone OnDemand as the system that best fits the functionality desired by the City; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an agreement with Cornerstone OnDemand of Santa Monica, CA to provide an Online Performance Evaluation System in accordance with the agreed upon scope of work; and authorizing the City Manager, or his designee, to execute the agreement, in substantially similar form as attached hereto as **Exhibit A** and as approved by the City Attorney.

The foregoing resolution was introduced at regular meeting of the Council of the City of Modesto held on the 13th day of October 2015 by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: _____
ADAM U. LINDGREN, City Attorney

Cornerstone OnDemand – Master Agreement
COVER PAGE

Effective Date ("**ED**"):	[Date of the last signature below]

Client Name ("**Client**"):	**City of Modesto, CA**
Client Address:	
Billing Address:	[Same as Client Address]
Federal Tax ID# / VAT #:	

Primary Contact		Billing Contact (if different than Primary Contact)	
Name:		Name:	
Title:		Title:	
Email:		Email*:	
Phone:		Phone:	

*NOTE: All invoices will be emailed to Client unless otherwise agreed by the parties.

Is Client exempt from applicable sales/VAT tax?	☐ Yes ("No," unless box is checked)
Does Client require a purchase order ("**PO**")?	☐ Yes ("No," unless box is checked)
PO Number (if applicable):	

By signing below, each party acknowledges that it has read, understands, and agrees to the provisions set forth in the Master Agreement (the "**Agreement**"). No other terms and conditions will apply. Capitalized terms set forth in the Agreement shall have the respective meanings set forth in the Master Terms and Conditions. Except as otherwise expressly set forth herein, all purchases are non-cancelable and non-refundable. Fees are exclusive of applicable sales, use, VAT, and other taxes, and are net of withholding taxes.

Client		**Cornerstone OnDemand, Inc.**	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

Approved as to form:

Cornerstone OnDemand – Master Agreement
MASTER TERMS AND CONDITIONS

These Master Terms and Conditions are made a part of and incorporated by reference into the Cornerstone OnDemand – Master Agreement by and between Client and Cornerstone OnDemand ("Cornerstone") (the "Agreement").

1. Definitions.
   a) "Active User" means, in a given calendar month, a user established on the Software with a designation of "active" at any time during that month. Client has the ability to determine who is an Active User.
   b) "Affiliate" means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with, another party.
   c) "Client Content" means any and all courses, learning objects, certifications, quizzes, tests, materials, instructor-led sessions, or documents created and/or supplied by Client.
   d) "Client Data" means proprietary or personal data regarding Client or any of its users under this Agreement.
   e) "Confidential Information" means any non-public information of Cornerstone or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; (iv) was independently developed by the recipient, where such independent development has been documented by the recipient; or (v) is required to be disclosed under law including the California Public Records Act or a court order.
   f) "Content Delivery" means the delivery of Client Content to Active Users. Content Delivery volume is calculated as follows: size of Client Content (in gigabytes) multiplied by the number of Active Users receiving the Client Content.
   g) "Implementation" means implementation, deployment, and/or training relating to the Software.
   h) "Order" means a Product purchase in a schedule, statement of work, addendum, or amendment signed by both parties.
   i) "Products" means any and all Services, work product resulting from Services, and Software.
   j) "Service" means any service rendered by Cornerstone specifically to Client, including, but not limited to: (i) hosting of the Software; (ii) hosting, delivery, and/or distribution of eLearning content; (iii) provision of customer and/or technical support for the Software; (iv) Implementation; (v) development of Software functionality specially requested by Client; and/or (vi) any consulting service.
   k) "Software" means: (i) any and all of Cornerstone's proprietary web-based applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto, as well as applications that have been modified in any way by Cornerstone at the request of a client; and (ii) application functionality provided by Cornerstone-contracted third parties.
   l) "Subscriber" means an Active User that accesses the Software for a flat fee.
   m) "Transaction" applies only to the Extended Enterprise Product and means a course registration, self-assessment, or task undertaken by an Active User who is grouped in a specially-designated organizational unit separate and apart from Subscribers. Unused Transactions expire upon the earlier of: (i) termination of the applicable Order; or (ii) one year from purchase date. For clarity, employees of Client or any of its Affiliates may only access the Software as Subscribers.
2. Cornerstone Obligations. In accordance with the terms and conditions of the Agreement, Cornerstone will: (i) make the Products available on a non-exclusive basis to Active Users via the Internet; (ii) maintain appropriate safeguards for protection of Client Data, including regular back-ups, security and incident response protocols, and application and infrastructure monitoring; and (iii)

not access, modify, or disclose Client Data, except as compelled by law, to prevent or address service or technical issues, or if otherwise permitted by Client.

3. Client Restrictions. Client may only use the Products for its own lawful, internal business purposes. Client shall not: (i) use or deploy the Software in violation of applicable laws or this Agreement; (ii) resell the Products except through Transactions; (iii) create any derivative works based upon the Products; (iv) reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code from the Software or any part thereof (except to the extent that such restriction is not permitted under applicable law); (v) make the Products available to any unauthorized parties, including without limitation, competitors of Cornerstone; or (vi) perform, or release the results of, benchmark tests or other comparisons of the Products with other software, services, or materials. Should unexpected or inappropriate use of the Software (e.g., improperly formatted or constructed Client Content; extraordinary bandwidth usage; uploaded files that contain viruses, worms, spyware, or other malicious content; load tests, security scans, or penetration tests conducted without notice, etc.) result in denial of service with respect to the Software, Cornerstone may disable the implicated Client Content and/or deny access to Client's portal as necessary to remedy the issue. Client will be responsible for Active Users' compliance with the Agreement and liable for Active Users' breach thereof. Client will ensure that it has obtained all necessary consents and approvals for Cornerstone to access Client Data for the purposes permitted under this Agreement. If Client is in breach of this section, Cornerstone may suspend Services, in addition to any other rights and remedies Cornerstone may have at law or in equity.

4. Services. Each party agrees to: (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a Service project. The parties acknowledge that failure to cooperate during a Service project may delay delivery of the Service. If there is a delay, the party experiencing the delay will notify the other party as soon as reasonably practicable, and representatives of each party will meet to discuss the reason for the delay and applicable consequences. Changes beyond the scope of an Order and/or a party's delay in performing its obligations may require an amended Order. When Cornerstone notifies Client that a given project has been completed, Client shall either accept or reject the project based on whether the deliverables for that project have been performed in substantial and material accordance with the applicable Order. If Client: (i) fails to provide written notice of acceptance or rejection of the Service to Cornerstone within twenty (20) days of Cornerstone's notification that the project is complete; or (ii) with respect to an Implementation, uses the implemented Product in a live environment for a total of twenty (20) days, then the project will be deemed accepted.

5. Support. After Implementation is completed, Cornerstone shall provide the level of technical support stated in the applicable Order. Only the number of administrators set forth in the applicable support package (i.e., not all Subscribers) may contact Cornerstone for support. Client agrees to promptly provide Cornerstone with sufficient documentation, data and assistance with respect to any reported errors, and to reasonably cooperate with Cornerstone, in order for Cornerstone to comply with its support obligations hereunder. In no event shall Cornerstone be responsible or liable for any errors, bugs or other problems contained in or originating from hardware or software not provided by Cornerstone.

6. Fees and Payment. Client will be invoiced for fees according to the applicable Order. Payment of fees will be due within 30 days after the date of the invoice, except where an Order expressly prescribes other payment dates. Except where otherwise stated, all fees set forth in an Order are in U.S. dollars and must be paid in the currency set forth in the Order. Late payments hereunder will incur a late charge of 1.5% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse Cornerstone for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation.

7. Term and Termination.
   a) Term. The term of this Agreement runs from the Effective Date through the later of: (i) three (3) years; and (ii) expiration of the last Order.
   b) Termination for Cause. Either party may immediately terminate this Agreement if the other party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
   c) Bankruptcy Events. A party may immediately terminate this Agreement if the other party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within

ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.

d) Effect of Termination. Immediately following termination of this Agreement, Client shall cease using all Products. Upon request, at no additional charge, Client may retrieve Client Data via Client's secure FTP site in the same format in which the Client Data was originally inputted into the Software. Alternatively, Client Data can be returned in a mutually agreed format at a scope and price to be agreed. Cornerstone will maintain a copy of Client Data for no more than six (6) months following termination of the Agreement, after which time any Client Data not retrieved will be destroyed.

8. Confidentiality. Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of Cornerstone providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement. If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.
9. Intellectual Property. As between the parties, Cornerstone will and does retain all proprietary and intellectual property rights, title and interest in and to the Products. Client retains all proprietary and intellectual property rights, title and interest in and to Client Data and Client Content.
10. Indemnification.

a) Indemnification by Cornerstone. Cornerstone agrees to indemnify, defend, and hold harmless Client from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "Damages") incurred or suffered by Client which directly relate to or directly arise out of the violation or infringement of any third-party intellectual property rights by Client's authorized use of the Products. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of: (i) Client Data; (ii) Client Content; or (iii) unauthorized or negligent use and/or alteration of the Products.

b) Indemnification by Client. Client agrees to indemnify, defend, and hold harmless Cornerstone from and against any and all Damages incurred or suffered by Cornerstone which directly relate to or directly arise out of the violation or infringement of any third-party intellectual property rights by Client Data or Client Content. The foregoing provisions of this section shall not be applicable to the extent the Damages relate to or arise from Cornerstone's use of Client Data or Client Content in violation of this Agreement.

c) Indemnification Procedures. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.

d) Infringement Cures. Should the Products or any part thereof become, or in Cornerstone's

reasonable opinion be likely to become, the subject of a claim for infringement of a third party intellectual property right, then Cornerstone shall, at its sole option and expense: (i) procure for Client the right to use and access the infringing or potentially infringing item(s) of the Software free of any liability for infringement; or (ii) replace or modify the infringing or potentially infringing item(s) of the Software with a non-infringing substitute otherwise materially complying with the functionality of the replaced system.

e) Exclusive Remedies. The remedies set forth in this section shall be exclusive with respect to any infringement claim hereunder.

11. Warranties. Each party represents and warrants to the other party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) the Agreement is a legally valid and binding obligation of such party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CORNERSTONE WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS INCLUDING STANDARDS RELATING TO INFORMATION SECURITY, AND THAT THE SOFTWARE WILL PERFORM SUBSTANTIALLY IN MATERIAL ACCORDANCE WITH THE AGREEMENT AND APPLICABLE DOCUMENTATION PROVIDED BY CORNERSTONE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CORNERSTONE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT (EXCEPT FOR THE INFRINGEMENT INDEMNIFICATION PROVIDED HEREUNDER) AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

12. Liability.

a) Liability Cap. EXCEPT FOR (i) A PARTY'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS; (ii) BREACH BY CLIENT OF SECTION "CLIENT RESTRICTIONS"; OR (iii) A PARTY'S WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE BY CLIENT TO CORNERSTONE HEREUNDER FOR THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CORNERSTONE ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.

b) Exclusion of Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, PROVIDING REPLACEMENT SOFTWARE (EXCEPT AS SET FORTH IN SECTION "INFRINGEMENT CURES"), OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Communications. Neither party shall issue any press release using the name of the other party as a customer or provider without the other party's consent (not to be unreasonably withheld or delayed).

14. Miscellaneous Provisions.

a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. Cornerstone and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in

the County of Los Angeles, and each of Cornerstone and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.

b) Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.

c) Counterparts; Facsimile. This Agreement may be executed in any number of counterparts and in facsimile or electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.

d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. Orders and the schedules and exhibits hereto constitute a part hereof as though set forth in full herein. Purchase orders submitted by Client are for Client's internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force and effect. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.

e) Assignment. Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.

f) No Third Party Beneficiaries. The representations, warranties and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns, and shall not be construed as conferring any rights on any other persons.

g) Statistical Data. Without limiting the confidentiality rights and intellectual property rights protections set forth in this Agreement, Cornerstone has the perpetual right to use aggregated, anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting Cornerstone from utilizing the Statistical Data for business and/or operating purposes, provided that Cornerstone does not share with any third party Statistical Data which reveals the identity of Client, Client's users, or Client's Confidential Information.

h) Suggestions. Cornerstone shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Products any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Client or its users relating to the operation of the Products.

i) Responsibility for Third-Party Offerings. The Software may contain features capable of interoperating with third-party applications. To use such features, Client may be required to obtain access to such applications from a third-party provider. Cornerstone shall not be responsible for Client's access to, or operation of, third-party applications not offered or sold by Cornerstone to Client.

j) Export Controls. Client understands that the use of Cornerstone's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce, and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.

k) Rule 10b-5 Limitations. Each party acknowledges that United States securities laws prohibit any person who has material, non-public information about a publicly-traded company from purchasing or selling securities of such company, or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell securities of such company.

l) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.

m) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by facsimile, or mailed by registered or certified mail, return receipt

requested and postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of facsimile delivery (if followed up by such registered or certified mail); and five days after being so mailed.

n) Independent Contractors. Client and Cornerstone are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and Cornerstone. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.

o) Subcontractors. Cornerstone shall notify Client of its use of any subcontractors to perform Client-specific Services. Cornerstone shall be responsible for its subcontractors' performance of Services under this Agreement.

p) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret or construe its meaning, scope or intent.

q) Waiver. No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power or remedy.

r) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-382

RESOLUTION APPROVING AN EXCEPTION TO THE VILLAGE ONE SPECIFIC PLAN TO ALLOW FOR THE CONSTRUCTION OF A RESTROOM AND EXPANSION OF AN EXISTING BREAKROOM TO THE EXISTING BUILDING LOCATED AT 1612 CLAUS ROAD, MODESTO

WHEREAS, Government Code Section 65450 et. seq. permits cities and counties to adopt specific plans for the systematic implementation of the General Plan and to provide for a greater level of detail in planning sites or areas of special interest or value; and

WHEREAS, on October 16, 1990, the City Council, by Resolution No. 90-828A, adopted the Village One Specific Plan, to guide the development of 1,780 acres located in northeast Modesto; and

WHEREAS, Westurf Nursery ("Applicant") contacted the City to construct a restroom and expansion of an existing breakroom located at 1612 Claus Road, Modesto, CA ("Parcel"); and

WHEREAS, the Parcel is located within the ultimate boundaries of the City of Modesto Community Facilities District No. 2004-1 (Village One CFD #2); and

WHEREAS, the Village One Specific Plan states that no precise plan, final map, final development plan, building permit or other development entitlement for currently unvested property shall be consistent with this Specific Plan until and unless the affected parcel is required to form or annex to the Village One CFD #2; and

WHEREAS, the Village One Specific Plan does allow City to defer the requirement to form or annex to the Village One CFD if it meets the following criteria:

1) Residential properties of less than ten acres, until there is a land division, addition of any dwelling unit or change of use, or

2) The existing commercial properties in Precise Plan Area No. 2....unless there is a change of use, physical expansion of the existing buildings, construction of new buildings, or division of property; and

WHEREAS, Applicant did not meet above-referenced deferral criteria, staff recommended Council approve an exception to the Village One Specific Plan for the following reasons:

1) The project did not trigger the need for preparation of a Precise Plan,
2) The existing business was operating on the site before the Parcel was annexed into the City limits.
3) Circumstances had changed since the Village One CFD #2 was formed in 2004, reprioritization of the projects had occurred and the infrastructure that would be available to the Parcel was intended to be part of a separate and distinct financing mechanism to be developed and implemented in the future; and

WHEREAS, on October 25, 2011, the City Council, by Resolution No. 2011-406, approved a One-Time Exception to the Village One Specific Plan to construct a 5,496 square foot retail nursery building expansion; and

WHEREAS, on December 4, 2012, the City Council, by Resolution No. 2012-485, approved an Exception to the Village One Specific Plan to allow for the construction of shade structures; and

WHEREAS, Staff believes the determinations made in October 2011 and December 2012 apply in this situation and recommend that an additional exception be approved; and

WHEREAS, upon future development, the Parcel will be required to participate in a separate and distinct financing mechanism to be developed and implemented in the future;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that is hereby approves an exception to the Village One Specific Plan to allow for the construction of a restroom and the expansion of an existing breakroom to the existing building located at 1612 Claus Road.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 13th day of October, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

APPROVED AS TO FORM:

BY: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-383

RESOLUTION AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE NECESSARY PROGRAM DOCUMENTS ACCEPTING AB 109 FUNDS FROM THE STATE OF CALIFORNIA, BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC), FOR A -MINIMUM OF $209,814.37 FOR POLICE OVERTIME, SPECIALIZED TRAINING, EQUIPMENT, AND TECHNOLOGY

WHEREAS, California Assembly Bill 109 (AB 109), commonly called "Public Safety Realignment," was enacted in 2011, and

WHEREAS, individuals are eligible for local supervision if their most recent conviction was a non-violent, non-serious, and non-sexual offense and will be supervised under local probation departments as "Post-Release Community Supervision" (PRCS) offenders, and

WHEREAS, AB 109 has changed the responsibility of the PRCS offenders to local probation departments rather than state parole jurisdiction, and

WHEREAS, offenders are serving their sentences in local jails, rather than state prison, and

WHEREAS, on March 28, 2013, the Chiefs of Modesto, Oakdale, Turlock and Ceres to determine the allocation and use of the funds provided through the BSCC for front line law enforcement, and

WHEREAS, it was determined that the funding would be allocated via population using the formula similar to SDEA funding, and

WHEREAS, Modesto will receive a minimum of $209,814.37, and

WHEREAS, the Modesto Police Department will use the Public Safety Realignment Funds for police overtime, specialized training, equipment, and technology, and

WHEREAS, police overtime costs will be used for special interagency operations and target enforcements,

WHEREAS, the fiscal agent will be the City of Ceres, and

WHEREAS, each city receiving money will be required to report use of force data that results in death or hospitalization on a quarterly basis, and

WHEREAS, the term of this funding is October 1, 2015 to June 30, 2016, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the City Manager, or his designee, to execute the necessary program documents accepting AB 109 funds from the State of California, Board of State and Community Corrections (BSCC), for a mininum of $209,814.37 for police overtime, specialized training, equipment, and technology,

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 13th day of October, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-384

RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE, OR HER DESIGNEE, TO AMEND THE MULTI-YEAR 2015/2016 OPERATING BUDGET TO APPROPRIATE REVENUES AND EXPENDITURES OF AT LEAST $209,814.37 FOR THE CITY OF MODESTO'S AB 109 ALLOCATION FROM THE STATE OF CALIFORNIA, BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC) AND IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

WHEREAS, California Assembly Bill 109 (AB 109), commonly called "Public Safety Realignment," was enacted in 2011, and

WHEREAS, individuals are eligible for local supervision if their most recent conviction was a non-violent, non-serious, and non-sexual offense and will be supervised under local probation departments as "Post-Release Community Supervision" (PRCS) offenders, and

WHEREAS, AB 109 has changed the responsibility of the PRCS offenders to local probation departments rather than state parole jurisdiction, and

WHEREAS, offenders are serving their sentences in local jails, rather than state prison, and

WHEREAS, on March 28, 2013, the Chiefs of Modesto, Oakdale, Turlock and Ceres to determine the allocation and use of the funds provided through the BSCC for front line law enforcement, and

WHEREAS, it was determined that the funding would be allocated via population using the formula similar to SDEA funding, and

WHEREAS, Modesto will receive a minimum of $209,814.37, and

WHEREAS, the Modesto Police Department will use the Public Safety Realignment Funds for police overtime, specialized training, equipment, and technology, and

WHEREAS, police overtime costs will be used for special interagency operations and target enforcements, and

WHEREAS, the term of this funding is October 1, 2015 to June 30, 2016, and

WHEREAS, these funds result in increased revenue and offsetting expenses to the City for a minimum of $209,81.37 and these funds will reside in Multi-Year Operating Account 1342-19998-42131-100902,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the Director of Finance, or her designee, to amend the Multi-Year 2015/2016 Operating Budget to appropriate revenues and expenditures of at least $209,814.37 for the City of Modesto's AB 109 allocation from the State of California, Board of State and Community Corrections (BSCC) and implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 13th day of October 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015 - 385

RESOLUTION AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE NECESSARY GRANT DOCUMENTS AND ACCEPTING THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT, FOR A JOINT AWARD WITH THE COUNTY OF STANISLAUS AND THE CITY OF MODESTO IN THE AMOUNT OF $143,219

WHEREAS, on June 23, 2015, the City Council, by Resolution No. 2015-208, approved a Memorandum of Agreement between the County of Stanislaus and the City of Modesto for a joint application to the Edward Byrne Memorial Justice Assistance Grant Formula Program in the amount of $143,219, and

WHEREAS, the City of Modesto will use its allocation of $112,491 to purchase 800 Mhz Radios, and

WHEREAS, the County of Stanislaus will use its allocation of $27,249 for the Probation Department and the Sheriff's Operations Division, and

WHEREAS, the Memorandum of Agreement states that the City agrees to provide the County with a quarterly financial and programmatic report not later than fifteen calendar days after the end of each quarter, and

WHEREAS, the project start period is October 1, 2014, and there is a statutory four-year period within which to spend the funds, and

WHEREAS, the Memorandum of Agreement was approved at the Board of Supervisors meeting on June 9, 2015,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the City Manager, or his designee, to execute the necessary grant documents and accepting the Edward Byrne Memorial Justice Assistance

Grant, for a joint award with the County of Stanislaus and the City of Modesto in the amount of $143,219.

The foregoing resolution was introduced at a meeting of the Council of the City of Modesto held on the 13th day of October, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-386

RESOLUTION AUTHOZING THE DIRECTOR OF FINANCE, OR HER DESIGNEE, TO AMEND THE MULTI-YEAR 2015/2016 OPERATING BUDGET, ESTIMATING REVENUE OF $112,491 FROM THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM, AND APPROPRIATING EXPENDITURES IN FUND 1341

WHEREAS, on June 23, 2015, the City Council, by Resolution No. 2015-208, approved a Memorandum of Agreement between the County of Stanislaus and the City of Modesto for a joint application to the Edward Byrne Memorial Justice Assistance Grant Formula Program in the amount of $143,219, and

WHEREAS, recommended distribution of the 2015 grant is as follows:

Stanislaus County Probation	$ 6,812
Stanislaus County Sheriff	$ 20,437
Stanislaus County (Admin Fee)	$ 3,479
Modesto Police Department	$112,491

WHEREAS, the City of Modesto will use its allocation of $112,491 to purchase 800 Mhz Radios, and

WHEREAS, the City agrees to provide the County with a quarterly financial and programmatic report not later than fifteen (15) calendar days after the end of each quarter, and

WHEREAS, the project start date is October 1, 2014, and there is a statutory four-year period within which to spend the funds,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves authorizing the Director of Finance, or her designee, to amend the Multi-Year 2015/2016 Operating Budget, as indicated in **Attachment A**, which is attached hereto.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 13th day of October 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Attachment A: Budget Adjustment for 2015 BJAG Grant

Fund 1341- Operation Grants Reimbursed:

Expense:	Increase/ (Decrease)	Description of Account
To:		
MY-100840-Appr. C	$ 112,491	Comm. Equipment < $5K
Revenue:		
To:		
MY-1341-19998-42040-100840	$ 112,491	Intergov – Federal – Dept. of Justice

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-387

RESOLUTION AUTHORIZING THE PURCHASE OF FOUR (4) TRANSIT BUSES FOR THE MODESTO AREA EXPRESS (MAX) TRANSIT SERVICE FROM GILLIG LLC, AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO EXECUTE A PURCHASE ORDER FOR A TOTAL ESTIMATED COST OF $2,202,140

WHEREAS, the City desires to purchase four (4) transit buses for use with its Modesto Area Express (MAX) fixed route transit system, and

WHEREAS, on January 7, 2014, the City adopted Resolution 2014-20 approving an agreement with Gillig LLC for the purchase of up to thirty (30) buses over a five year period, and

WHEREAS, to date the City has purchased twenty-two (22) buses under said agreement, all of which have been delivered and are operating satisfactorily, and

WHEREAS, Gillig LLC has provided the City of Modesto with a total price for four (4) new low floor transit buses based on the prices contained in the agreement between the City and Gillig LLC, and

WHEREAS Gillig LLC will furnish the four (4) buses at an estimated price, Freight on Board (F.O.B.) Modesto, including state and local sales taxes, of Two Million, Two Hundred Two Thousand, One Hundred Forty and No One-Hundredths Dollars ($2,202,140), and

WHEREAS, the final price will be determined after pre-production meetings, and other discussions between City staff and Gillig LLC.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the purchase of four (4) transit buses for the Modesto Area

Express (MAX) transit service from Gillig LLC and authorizes the Purchasing Manager, or his designee, to execute a purchase order for a total estimated cost of $2,202,140.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 13th day of October, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-388

RESOLUTION AMENDING THE FISCAL YEAR 2015-2016 OPERATING BUDGET IN THE AMOUNT OF $2,251,640 TO FUND THE TOTAL PROJECT COST INCLUDING INITIAL PURCHASE, POST-DELIVERY EQUIPMENT ADDITIONS AND CONTINGENCY

WHEREAS, certain budgetary transactions are necessary in the amount of $2,251,640, in order to fund the purchase of four transit buses from Gillig, LLC, and

WHEREAS, the Fiscal Year 2015-2016 Operating Budget must be amended as shown in **Exhibit A**, which is incorporated by reference herein.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the amendment of the Fiscal Year 2015-2016 Operating Budget as shown in **Exhibit A**.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 13th day of October, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Exhibit A

Amend the FY 15/16 Operating Budget to fund the purchase of four (4) transit buses as follows:

1. Increase appropriations in fund 4560 (Bus Purchases) in the amount of $2,251,640.
2. To fund this purchase recognize revenue in the amounts of:
   - $1,453,804 – Prop 1B Transit Funds
   - $387,092 – Federal Transit Administration
   - $410,744 – Transportation Development Act

CONTRACT AGREEMENT FOR PROCUREMENT OF TRANSIT BUSES

THIS AGREEMENT is made as of the 7th day of January, 2014, by and between the City of Modesto (AGENCY) and GILLIG, LLC ("CONTRACTOR").

WHEREAS, the AGENCY desires to purchase a minimum of 9 and a maximum of 30 buses (which bus quantities may be assigned to other public agencies) to be delivered over the term of the Contract and has participated in the Request for Proposals RFP 2012-MA-02 dated December 26, 2012, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the CONTRACTOR desires to furnish such services and submitted a written proposal dated April 26, 2013 a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

The CONTRACTOR agrees to provide services to the AGENCY in accordance with the terms and conditions of this Agreement.

2. SCOPE OF WORK

The Contractor shall perform all work and furnish all the labor, materials, tools, equipment, services, and incidentals as set forth in Exhibit A, as supplemented by Exhibit B, except when inconsistent with Exhibit A.

3. TERM OF AGREEMENT

The term of this Agreement will be for a five-year period commencing upon the AGENCY'S issuance of a written Notice to Proceed or unless sooner terminated pursuant to Section 22 of this Agreement. The CONTRACTOR shall furnish the AGENCY with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the Contract Specifications.

It is further understood that the term of Contract is subject to the AGENCY'S right to terminate the Contract in accordance with Section 22 of this Agreement.

4. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by CONTRACTOR are and shall be the property of the AGENCY. The AGENCY shall be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the AGENCY. If any materials are lost, damaged, or destroyed before final delivery to the AGENCY, the CONTRACTOR shall replace them at its own expense and the CONTRACTOR assumes all risks of loss, damage, or destruction of or to such materials. The CONTRACTOR may retain a copy of all material produced under this Agreement for its use in its general business activities.

5. CONFIDENTIALITY

Any AGENCY materials to which the CONTRACTOR has access or materials prepared by the CONTRACTOR during the course of this Agreement ("confidential information") shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONTRACTOR as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

The CONTRACTOR shall not release any reports, information, or promotional materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the AGENCY'S General Manager.

6. USE OF SUBCONTRACTORS

The CONTRACTOR shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the AGENCY, except for service firms engaged in drawing, reprographics, typing, and printing. The CONTRACTOR shall be solely responsible for reimbursing any subcontractors and the AGENCY shall have no obligation to them.

7. CONTRACTOR'S KEY PERSONNEL

It is understood and agreed by the parties that at all times during the term of this Agreement that Javier Hernandez Jr shall serve as the primary staff person of CONTRACTOR to undertake, render, and oversee all of the services under this Agreement.

8. CHANGES

The AGENCY may, make changes at any time, by written order, within the scope of services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 16 of this Agreement. In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any AGENCY conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONTRACTOR regards as a change to the contract terms and conditions, CONTRACTOR shall so advise the AGENCY immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. This notice shall be given to the AGENCY prior to the time that CONTRACTOR performs work or services related to the proposed adjustment in compensation. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes. Failure to provide written notice and receive AGENCY approval for extra work prior to performing extra work may, at the AGENCY'S sole discretion, result in nonpayment of the invoices reflecting such work.

9. CLAIMS OR DISPUTES

The CONTRACTOR shall be solely responsible for providing timely written notice to AGENCY of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is the AGENCY'S intent to investigate and attempt to resolve any CONTRACTOR claims before the CONTRACTOR has performed any disputed work. Therefore, CONTRACTOR's failure to provide timely notice shall constitute a waiver of CONTRACTOR's claims for additional compensation and/or time.

The CONTRACTOR shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the AGENCY, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given the AGENCY due written notice of potential claim. The potential claim shall set forth the reasons for which the CONTRACTOR believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by the AGENCY, such notice shall be given to the AGENCY prior to the time that the CONTRACTOR has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice shall be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONTRACTOR shall continue to work during the dispute resolution process in a diligent and timely manner as directed by the AGENCY, and shall be governed by all applicable provisions of the Contract. The CONTRACTOR shall maintain cost records of all work which is the basis of any dispute.

If an agreement can be reached which resolves the CONTRACTOR claim, the parties will execute a Contract modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONTRACTOR claim, they may choose to pursue a dispute resolution process or termination of the contract.

10. DISADVANTAGED BUSINESS ENTERPRISES

The AGENCY, as a recipient of Federal financial assistance from the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA), is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Program for Contracts in accordance with Federal regulations 49 CFR §26, issued by the U.S. Department of Transportation (DOT).

It is the policy of the AGENCY to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBE) can compete fairly for contracts and subcontracts relating to the AGENCY'S construction, procurement, and professional services activities. To this end, the AGENCY has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. Concerning the performance of this contract, the CONTRACTOR will cooperate with the AGENCY in meeting these commitments and objectives.

Pursuant to 49 CFR §26.13, and as a material term of any agreement with the AGENCY, the CONTRACTOR hereby makes the following assurance and agrees to include this assurance in any agreements it makes with subcontractors in the performance of this contract:

> "The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR §26 in the award and administration of U.S. DOT-assisted contracts. Failure by the CONTRACTOR or subcontractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the AGENCY deems appropriate."

11. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

In connection with the performance of this Agreement the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, gender, sexual orientation, age (over 40), marital status, pregnancy, medical condition, or disability as specified in federal, State, and local laws. The CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

12. CONFLICT OF INTEREST

Depending on the nature of the work performed, a CONTRACTOR of the AGENCY is subject to the same conflict of interest prohibitions established by the Federal Transit Administration and California law that govern AGENCY employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, CONTRACTOR and their employees may be required to disclose financial interests.

The CONTRACTOR warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The CONTRACTOR further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONTRACTOR may be required to publicly disclose financial interests under the AGENCY's Conflict of Interest Code. Upon receipt, the CONTRACTOR agrees to promptly submit a Statement of Economic Interest on the form provided by AGENCY.

No person previously in the position of Director, Officer, employee or agent of the AGENCY may act as an agent or attorney for, or otherwise represent the CONTRACTOR by making any formal or informal appearance, or any oral or written communication, before the AGENCY, or any Officer or employee of the AGENCY, for a period of twelve months after leaving office or employment with the AGENCY if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

13. PROHIBITED INTEREST

No member, officer, or employee of the AGENCY during his or her tenure or for one year after that tenure shall have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor shall any such person act as an agent or attorney for, or otherwise represent, a Bidder or Contractor/Consultant by making a formal or informal appearance, or any oral or written communication, before the AGENCY, or any officer or employee of the AGENCY, for a period of one year after leaving office or employment with the AGENCY if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a Contract.

14. RESPONSIBILITY: INDEMNIFICATION

The CONTRACTOR shall indemnify, keep and save harmless the AGENCY, and its directors, officers, agents and employees against any and all suits, claims, or actions arising out of any injury to persons or property, including but not limited to damages arising from the infringement of intellectual property rights of third parties, that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONTRACTOR caused by a negligent act or omission of the CONTRACTOR or its employees, subcontractors or agents. The CONTRACTOR further agrees to defend any and all such actions, suits, or claims and pay all charges of attorneys and all other incurred costs and expenses. If any judgment is rendered against the AGENCY or any of the other individuals enumerated above in any such action, CONTRACTOR shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

15. INSURANCE

The insurance requirements specified in this section shall apply to CONTRACTOR and any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that CONTRACTOR authorizes to work under this Agreement (hereinafter collectively referred to as "Agents"). CONTRACTOR is required to procure and maintain at its sole cost and expense the insurance coverages subject to all of the requirements set forth below. CONTRACTOR is also

required to assess the risks associated with the work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover risks; the limit for the commercial general liability insurance in each subcontract shall not be less than **$1 million**. Such insurance shall remain in full force and effect throughout the term of this Agreement. To the extent that any Agent does not procure and maintain such insurance coverage, CONTRACTOR shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling CONTRACTOR's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event CONTRACTOR or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the CONTRACTOR's insurance be primary without any right of contribution from the AGENCY. Prior to beginning work under this contract, CONTRACTOR shall provide the AGENCY with satisfactory evidence of compliance with the insurance requirements of this section.

A. Types of Insurance

1. Workers' Compensation and Employers' Liability Insurance

a. Workers' Compensation with Statutory Limits, as required by Section 3700 et seq. of the California Labor Code, or any subsequent amendments or successor acts thereto governing the liability of employers to their employees.

b. Employer's Liability coverage with minimum limits of **$1 million**.

c. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:

- Waiver of Subrogation.

2. Commercial General Liability Insurance

Commercial General Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least **$1 million** per occurrence or claim and a general aggregate limit of at least **$1 million**. Such insurance shall cover all of CONTRACTOR's operations both at and away from the project site.

a. . This insurance shall include coverage for, but not be limited to:

- Premises and operations.
- Products and completed operations.
- Contractual liability.
- Personal injury.
- Advertising injury.
- Explosion, collapse, and underground coverage (xcu).
- Broad form property damage.

b. . Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Additional Insured.
- Cross Liability or Severability of Interests Clause.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.

Products and completed operations insurance shall be maintained for three years following termination of this Agreement.

3. Automobile Liability Insurance

Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least $1 **million** per occurrence.

a. This insurance shall include coverage for, but not be limited to:

- All Owned vehicles.
- Non-owned vehicles.
- Hired or rental vehicles.

b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Additional Insured.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.

4. Property Insurance

Property and/or transit insurance, whichever is applicable, with Special Form coverage including theft but excluding earthquake, with limits at least equal to the replacement cost of the property described below.

a. This insurance shall include coverage for, but not be limited to:

- CONTRACTOR's own business personal property and equipment to be used in performance of this Agreement.
- Materials or property to be purchased and/or installed on behalf of the AGENCY, if any.
- Debris removal.
- Builders risk for property in the course of construction.

b. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:

- Waiver of Subrogation.

B. Endorsements

1. Additional Insured

The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the AGENCY and its directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

2. Waiver of Subrogation

The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the AGENCY and its officers, directors, employees, volunteers and agents while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

3. Primary Insurance

The referenced policies and any Excess or Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance affected or which may be affected by the AGENCY.

4. Severability of Interests or Cross Liability

The referenced policies and any Excess or Umbrella policies shall contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the AGENCY as an Additional Insured shall not in any way affect AGENCY's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the CONTRACTOR. Said policy shall protect CONTRACTOR and the AGENCY in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

C. Evidence Of Insurance

All Coverages - Prior to commencing work or entering onto the Property, CONTRACTOR shall provide the Director of Maintenance of the AGENCY with a certificate evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that the CONTRACTORS' policy(ies) will not be cancelled or coverage altered without 30 days prior written notice to the AGENCY's Director of Maintenance.

D. General Provisions

1. Notice of Cancellation

The policies shall provide that the CONTRACTORS' policies will not be cancelled or have limits reduced or coverage altered without 30 days prior written notice to the AGENCY's Director of Maintenance.

2. Acceptable Insurers

All policies will be issued by insurers acceptable to the AGENCY (generally with a Best's Rating of A- 10 or better).

3. Self-insurance

Upon evidence of financial capacity satisfactory to the AGENCY and CONTRACTOR's agreement to waive subrogation against the AGENCY respecting any and all claims that may arise, CONTRACTOR's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

4. Failure to Maintain Insurance

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of CONTRACTOR's personnel and equipment have been removed from the AGENCY property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

E. Claims Made Coverage

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

1. Policy retroactive date coincides with or precedes the CONTRACTOR's start of work (including subsequent policies purchased as renewals or replacements).

2. CONTRACTOR shall make every effort to maintain similar insurance for at least three years following project completion, including the requirement of adding all named insureds.

3. If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least three years to report claims arising from work performed in connection with this Agreement.

4. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

F. Deductibles and Retentions

CONTRACTOR shall be responsible for payment of any deductible or retention on CONTRACTOR's policies without right of contribution from the AGENCY.

16. COMPENSATION

The CONTRACTOR agrees to perform all the services included in Section 2, in accordance with the cost information provided in its Cost Proposal included in Exhibit B, which shall include all labor, materials, taxes, profit, overhead, insurance, delivery costs, subcontractor costs, and other costs and expenses incurred by the CONTRACTOR.

The Contractor's Base Offer per Bus as submitted on Appendix B, Cost Proposal, shall remain firm during the first 180 days of the Contract. After the initial 180 days of the Contract, the Contractor will be allowed, upon written request, to adjust prospectively the Base Offer per Bus based on the Producer Price Index (PPI). If requested, the Base Offer per Bus shall be that quoted plus/minus any adjustment which will be calculated based on the U.S. Department of Labor/Bureau of Labor Statistics Producer Price Index (PPI) Category 1413, "Trucks and Bus Bodies" formula as described in the Section 13.T of the RFP. However, in no event will the price(s) for any order issued exceed, by more than five percent, the price(s) that would have been in effect 12 months prior to the date of issuance of the order.

17. MANNER OF PAYMENT

AGENCY shall pay the full price of each bus upon issuance of final acceptance of the bus and receipt of an approved invoice, as provided for in the RFP. Invoice entries shall conform to the rates specified in the Cost Proposal set forth in Exhibit B, as agreed upon. The AGENCY will endeavor to pay approved invoices within 30 days of their receipt. Invoices shall be mailed or delivered to the AGENCY.

18. CONTRACTOR'S STATUS

Neither the CONTRACTOR nor any party contracting with the CONTRACTOR shall be deemed to be an agent or employee of the AGENCY. The CONTRACTOR is and shall be an independent CONTRACTOR and the legal relationship of any person performing services for the CONTRACTOR shall be one solely between that person and the CONTRACTOR.

19. ASSIGNMENT

The CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the AGENCY.

20. AGENCY WARRANTIES

The AGENCY makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

21. AGENCY REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of the AGENCY, the AGENCY'S Director of Maintenance or such person or persons as they shall designate in writing from time to time, shall represent and act for the AGENCY.

22. TERMINATION

The AGENCY shall have the right to terminate this Agreement at any time by giving written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a default by CONTRACTOR, the AGENCY shall pay to CONTRACTOR in accordance with the provisions of Sections 16 and 17 all sums actually due and owing from the AGENCY for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by CONTRACTOR to effect such or termination. If the Agreement is terminated for default, the AGENCY shall only pay CONTRACTOR the contract price for goods delivered and accepted in accordance with the requirements set forth in this contract.

23. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

The CONTRACTOR shall permit the authorized representatives of the AGENCY, to inspect, audit, make copies and transcriptions of books and all data and records of the CONTRACTOR relating to its performance under the Agreement. CONTRACTOR shall maintain all such records for a period of three years after the AGENCY makes final payment under this Agreement.

24. NOTICES

All communications relating to the day to day activities of the project shall be exchanged between the AGENCY'S designee, and the CONTRACTOR's.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the AGENCY: Attn: Greg Nyhoff
City Manager / City of Modesto
P.O. Box 642
Modesto, CA 95353

If to the CONTRACTOR: Attn: Joseph Policarpio
Vice President Sales and Marketing
25800 Clawiter Rd
Hayward, CA 94545

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

25. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover reasonable attorneys' fees, in addition to all court costs.

26. APPLICABLE LAW

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California.

The CONTRACTOR must comply with all federal, State, and local laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the AGENCY.

27. RIGHTS AND REMEDIES OF THE AGENCY

The rights and remedies of the AGENCY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

28. BINDING ON SUCCESSORS

All of the terms, provisions, and conditions of this Agreement shall be binding upon and insure to the benefit of the parties and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has caused this Agreement to be executed by its City Manager and attested by its City Clerk under the authority of Resolution No. 2014-20 Nxxxxxx, adopted by the Council of the City of Modesto on the 7 day of January, 2014, and CONTRACTOR has caused this Agreement to be executed

CITY OF MODESTO, a municipal corporation

By:_____

Greg Nyhoff, City Manager

CONTRACTOR* (GILLIG LLC)

By:_____

Derek Maunus, President

By:_____

Joseph Policarpio, Vice President

(Seal)

Contractor's Federal ID# 26-308536

ATTEST:_____

By:_____

Stephanie Lopez, City Clerk

ATTEST:_____

By:_____, Special Counsel

Adam Lindgren, Interim City Attorney

ATTEST:_____

By:_____

Mary Akin, Risk Manager

*Corporations – signature of two (2) officers required or one (1) officer plus corporate seal

Partnership – signature of partner required

Sole Proprietorship – signature of proprietor required

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-389

RESOLUTION AUTHORIZING THE CITY MANAGER, OR HIS DESIGNIEE, TO EXECUTE THE NECESSARY PROGRAM DOCUMENTS ACCEPTING THE STATE SUPPLEMENTAL LAW ENFORCEMENT GRANT, IN THE AMOUNT OF AT LEAST $100,000, FROM THE STATE SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND FOR POLICE OVERTIME, TRAINING, TECHNOLOGY, AND EQUIPMENT

WHEREAS, in 1996, the State Legislature passed, and the Governor signed, Assembly Bill 3229, the Supplemental Law Enforcement Services Act, and

WHEREAS, the purpose of the law is to provide additional resources for local law enforcement, and

WHEREAS, Supplemental Law Enforcement Services Fund (SLESF) monies cannot be transferred to, or intermingled with, the monies in any other fund except that monies may be transferred from the SLESF to the City's General Fund to the extent necessary to facilitate the appropriation and expenditure of funds, and

WHEREAS, SLESF monies cannot be used to supplant existing budgeted funds, and

WHEREAS, a SLESF has been established in each county, and

WHEREAS, the funding for each county and city is based upon proportionate population, and

WHEREAS, the allocation to the City of Modesto, for Fiscal Year (FY) 2015/2016, of at least $100,000, to be made in four installments of $25,000 each, and

WHEREAS, the City Council is required to hold a public hearing to consider and approve the SLESF Expenditure Plan,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the City Manager, or his designee, to execute the necessary program documents accepting the State Supplemental Law Enforcement Grant, in the amount of at least $100,000, from the State Supplemental Law Enforcement Services Fund for police overtime, training, technology, and equipment.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 13th day of October, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-390

RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE, OR HER DESIGNEE, TO AMEND THE FISCAL YEAR 2015/2016 MULTI-YEAR OPERATING BUDGET TO APPROPRIATE REVENUES AND EXPENDITURES OF AT LEAST $100,000 FOR THE CITY OF MODESTO'S ALLOCATION FROM THE STATE SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND

WHEREAS, in 1996, the State Legislature passed, and the Governor signed, Assembly Bill 3229, the Supplemental Law Enforcement Services Act, and

WHEREAS, the purpose of the law is to provide additional resources for local law enforcement, and

WHEREAS, Supplemental Law Enforcement Services Fund (SLESF) monies cannot be transferred to, or intermingled with, monies in any other fund except that monies may be transferred from the SLESF to the City's General Fund to the extent necessary to facilitate the appropriation and expenditure of funds, and

WHEREAS, SLESF monies cannot be used to supplant existing budgeted funds, and

WHEREAS, a SLESF has been established in each county, and

WHEREAS, the funding for each county and city is based upon proportionate population, and

WHEREAS, the allocation to the City of Modesto for Fiscal Year (FY) 2015/2016 of at least $100,000, to be made in four installments of $25,000 each, and

WHEREAS, the City Council is required to hold a public hearing to consider and approve the SLESF Expenditure Plan,

WHEREAS, the adopted FY 2015/2016 Police SLESF allocation in the amount of at least $100,000 will be applied to account number 1340-19998-42140-100901,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves authorizing the Director of Finance, or her designee, to amend the Fiscal Year 2015/2016 Multi-Year Budget to appropriate revenues and expenditures of at least $100,000 for the City of Modesto's allocation from the State Supplemental Law Enforcement Services Fund as shown in **Exhibit A** attached hereto.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 13th day of October, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Exhibit A

The SLESF allocation for Fiscal Year 2015/16 will be applied to:

FUND 1340 – Police Grants

Revenue	Increase/(Decrease)	Description
To:		
MY-1340-19998-42140-100901	$100,000	Intergov. – State – SLESF Revenue
Expense		
To:		
MY-100901-Appr A-51200	$ 5,000	Overtime
MY-100901-Appr C-52301	$ 60,000	Computer Equip. < $5K
MY-100901-Appr C-53025	$ 9,000	Training Expenses
MY-100901-Appr C-52300	$ 5,000	Tools & Field Supplies <5K
MY-100901-Appr C-52304	$ 16,000	Communication Equip. <$5K
MY-100901-Appr C-52305	$ 5,000	Office Equipment <$5K
	$100,000	

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RESOLUTION NO. 2015-391

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MODESTO AUTHORIZING THE APPROVAL OF A TERM SHEET RELATING TO THE ISSUANCE OF WASTEWATER REFUNDING OBLIGATIONS AND AUTHORIZING THE NEGOTIATION OF FINAL TERMS AND CONDITIONS

RECITALS:

WHEREAS, the City of Modesto, California (the "City"), is a charter city and municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of California;

WHEREAS, the City operates facilities for the disposal or reuse of wastewater (collectively, the "Wastewater Enterprise") to serve the City; and

WHEREAS, the City previously issued $36,495,000 City of Modesto, California Wastewater Revenue Refunding Bonds, Series 2005A (the "2005A Bonds"), which 2005A Bonds were used to refund both the City's Wastewater Revenue Bonds, Series 1993 and the City's Wastewater Treatment Facility Revenue Bonds, Series 1997, and to fund a reserve fund and pay the costs of issuance of the 2005A Bonds;

WHEREAS, the City previously issued $16,535,000 City of Modesto, California Wastewater Revenue Bonds, Series 2006A (the "2006A Bonds"), which 2006A bonds were used to finance the acquisition and construction of improvements to the Wastewater Enterprise, and to fund a reserve fund and pay the costs of issuance of the 2006A Bonds;

WHEREAS, this Council desires and finds it in the City's best interest to refinance all of the outstanding 2005A Bonds and a portion of the 2006A Bonds through the issuance of refunding revenue bond obligations ("Refunding Obligations") in order to achieve debt service savings;

WHEREAS, the City Finance Director, upon the advice of Public Financial Management, Inc., the City's financial advisor (the "Financial Advisor"), solicited proposals from banking institutions to directly purchase the City's Refunding Obligations, and as a result of such solicitation, received three responsive proposals;

WHEREAS, Capital One Public Funding, LLC provided a term sheet ("Term Sheet") with the lowest bid, subject to the negotiation of final documentation and certain other terms and conditions set forth in Term Sheet;

WHEREAS, the Finance Director, upon the advice of the Financial Advisor, has recommended that the City accept the Purchaser's proposal, subject to the successful negotiation of documents;

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

Section 1. Authorization to Negotiate Terms with Capital One. Each of the City Manager of the City and the Finance Director (each an "Authorized Officer"), acting singly, is hereby authorized and directed, for and in the name and on behalf of the City, (i) to accept the Capital One proposal as set forth in their Term Sheet, (ii) with the advice of the City's financial advisor and its bond counsel, Sidley Austin LLP, to enter into negotiations for final documentation to issue the Refunding Obligations to Capital One pursuant to such Term Sheet, and (iii) if such negotiations are successful, to present to this Council the final documentation for approval.

Section 2. Other Acts. All actions previously taken by any Authorized Officer or other City official in furtherance of this undertaking are hereby ratified and confirmed.

The foregoing resolution was introduced at a meeting of the City of Modesto held on the 13th day of October, 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-392

RESOLUTION AFFIRMING THE PROPOSED REPRESENTATIVES SUBMITTED BY THE VARIOUS ORGANIZATIONS AND DIRECTING THE CITY MANAGER TO SEND AN INVITATION TO THE IDENTIFIED NONPROFIT GROUPS IN ORDER TO DETERMINE AND RECOMMEND THE ELEVENTH REPRESENTATIVE TO SERVE ON THE CITIZEN'S OVERSIGHT BOARD RELATED TO THE SAFER NEIGHBORHOOD INITIATIVE

WHEREAS, the City Council of the City of Modesto desires to restore critical City services and to implement its Safe Neighborhoods Initiative, aimed at reducing crime, restoring public safety funding, maintaining a safe and inviting community, improving quality of life, and increasing neighborhood collaboration; and

WHEREAS, the Modesto City Council had directed the City Clerk to submit to the voters at the next regular municipal election to be held on November 3, 2015, a ballot measure requesting the enactment of a one-half of one percent (0.5%) general sales tax entitled "Safer Neighborhoods Initiative," and

WHEREAS, the ordinance on the ballot requires that a citizen oversight committee be created to provide greater accountability for the additional revenue and expenses related to the Safer Neighborhood Initiative, and

WHEREAS, the Citizen Oversight Board would review all revenue and expenses, review annual audit reports, and provide annual reports to City Council, and

WHEREAS, consistent with the ordinance, the City Council recommended that if the ordinance is approved by the voters, the Oversight Board consist of four members from the neighborhood groups geographically represented by Police Command Areas and to be nominated by Modesto Neighborhood Inc., and a single representative from each of the following: Modesto City Schools, Central Labor Council, Chamber of Commerce, the

Stanislaus Community Foundation, Commission on Aging, League of Woman Voters, and a representative from the safety community as identified by the Police Chief;

WHEREAS, on September 8, 2015 the City Council authorized the City Manager to send invitation to the groups identified at a Council Workshop, and

WHEREAS, each of the identified groups have identified a participant from their organization to participate on the Oversight Board, and

WHEREAS, the Stanislaus Community Foundation elected not to participate and an alternate member will need to be identified and approved, and

WHEREAS, regardless if voters approve the ballot measure the City Council will subsequently formally appoint members to the Oversight Board to help identify strategies to make our neighborhoods safer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Modesto that it affirms the proposed representatives submitted by the various organizations and directs the City Manager to send an invitation the identified nonprofit groups in order to determine and recommend the eleventh representative to serve as on Citizen's Oversight Board related to the Safer Neighborhood Initiative.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 27th day of October 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None

ABSENT: Councilmembers: None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-393

RESOLUTION APPROVING A FIRST AMENDMENT TO THE CLARATINA ACCESS AGREEMENT BETWEEN THE CITY OF MODESTO AND JWG MCHENRY, LLC FOR THE PROPERTY LOCATED ON THE SOUTHEAST CORNER OF MCHENRY AVENUE AND CLARATINA AVENUE TO ALLOW RIGHT-OUT ACCESS TO CLARATNIA AVENUE, AND AUTHORIZE THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, JWG McHenry, LLC, (OWNER; also referred to as "GARDNER") owns an Infinity Auto Dealership on the southeast corner of McHenry Avenue and Claratina Avenue, and

WHEREAS, Claratina Avenue is designated as a Class B Expressway in the City's General Plan and subject to the City's Expressway Access Policy which limits access to Claratina Avenue, and

WHEREAS, on September 3, 2013 per City Council Resolution No. 2013-321, City Council made the necessary findings to allow the subject property access to Claratina Avenue, and

WHEREAS, on August 12, 2014, per City Council Resolution No. 2014-307, the City Council approved the Claratina Access Agreement (Agreement) allowing OWNER to construct a non-standard slip ramp from Claratina Avenue to the OWNER'S property, and

WHEREAS, the agreement allowed for a right-turn, entrance only access from Claratina Avenue to the OWNER'S property, and

WHEREAS, the property has extremely limited access and currently has only one exit, which is located on Grecian Avenue, and

WHEREAS, Caltrans has restricted the access on McHenry Avenue to right-in only, and

WHEREAS, Caltrans will not allow any egress from the parcel to McHenry Avenue, and

WHEREAS, the Owner has requested an Amendment to the Claratina Access Agreement to allow use of the driveway located to the east of the existing slip-ramp as a right-out only access, therefore providing a second point of egress to the parcel.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a First Amendment to the Claratina Access Agreement between the City of Modesto and JWG McHenry, LLC, a California limited liability company, for the property located on the Southeast corner of McHenry Avenue and Claratina Avenue.

BE IT FURTHER RESOLVED that the City Manager or his designee is hereby authorized to execute the agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 27th day of October, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-394

RESOLUTION APPROVING THE FIRST AMENDMENT TO THE CAPITAL FACILITIES FEES PUBLIC IMPROVEMENT AND RIGHT-OF-WAY REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF MODESTO AND JWG MCHENRY, LLC, TO INCREASE MAXIMUM REIMBURSEMENT AMOUNT FROM 1,942,897 TO $2,394,604, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT

WHEREAS, JWG McHenry, LLC, a California limited liability company, (Developer) has a legal interest in a certain tract of land located at the southeast corner of McHenry and Claratina Avenues of Modesto for the development of a new Infiniti Automotive Dealership (Developer's Property); and

WHEREAS, in connection with the development of Developer's Property, the Developer is required to construct certain street improvements on the southeast corner of McHenry and Claratina Avenues (Improvements); and

WHEREAS, Developer is also required to dedicate certain right-of-way on McHenry and Claratina Avenues (Dedication); and

WHEREAS, all or a portion of the Improvements and Dedication are reimbursable through the City's Capital Facilities Fees (CFF) program; and

WHEREAS, On August 14, 2014, the City Council approved a CFF Public Improvement and Right-of-Way Reimbursement Agreement (CFF Reimbursement Agreement) between the City of Modesto and Developer to provide for reimbursement for a portion of the Improvements and right-of-way to be dedicated; and

WHEREAS, Developer has finalized discussions with Hetch Hetchy and has estimated it will cost approximately $451,708 to install the McHenry Avenue roadway improvements crossing the Hetch Hetchy Pipeline; and

WHEREAS, both the City and Developer desire to amend the Agreement to allow Developer to be reimbursed for the roadway improvements on McHenry Avenue crossing the Hetch Hetchy Pipeline; and

WHEREAS, the maximum reimbursement allowed under the CFF Reimbursement Agreement will increase from $1,942,897 to $2,394,604; and

WHEREAS, this project is located in the City's Sphere of Influence and is consistent with the Modesto Urban Area General Plan and is within the scope of the projects covered by the General Plan Master EIR, therefore, pursuant to Sections 15168(c) and 15182 of the CEQA Guidelines, no new environmental review is required.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby finds and determines that:

1. The proposed First Amendment to Capital Facilities Fees Public Improvement and Right-of-Way Reimbursement Agreement between the City of Modesto and JWG McHenry, LLC (Project) is consistent with the Modesto Urban Area General Plan.

2. The reimbursement for the proposed right-of-way is included in the 2011 CFF program.

3. As per Sections 15168(c) and 15182 of the California Environmental Quality Act ("CEQA") Guidelines, this Project is within the scope of the projects covered by the General Plan Master EIR and no new environmental document or findings are required by CEQA.

4. There are no substantial changes proposed in the Project which result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects and, therefore, no major revisions to the Program EIR are required.

5. No substantial changes have occurred with respect to the circumstances under which the Project is undertaken which will result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects and, therefore, no major revisions to the Program EIR are required.

6. There is no new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence when the Program EIR, was adopted which shows any of the following:
    a. one or more significant effects which is not discussed in the Program EIR; or,
    b. significant effects which were previously examined will be substantially more severe than previously shown; or,
    c. previously infeasible mitigation measures or alternatives are now feasible and would substantially reduce one or more significant effects of the project, but the Project proponents decline to adopt the mitigation measure or alternative; or,
    d. mitigation measures or alternatives which are considerably different from those analyzed in the Program EIR would substantially reduce one or more significant effects on the environment, but the Project proponents decline to adopt the mitigation measure or alternative; and

BE IT FURTHER RESOLVED that the First Amendment to the Capital Facilities Fees Public Improvement and Right-of-Way Reimbursement Agreement between the City of Modesto and JWG McHenry, LLC, is hereby approved, substantially in the form **attached**, and that the maximum reimbursement allowed shall increase from $1,942,897 to $2,394,604; and

BE IT FURTHER RESOLVED that the City Manager, or designee, is authorized to execute the Agreement, as approved by the City Attorney.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 27th day of October, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None

ABSENT: Councilmembers: None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

FIRST AMENDMENT TO THE CAPITAL FACILITIES FEES PUBLIC IMPROVEMENT AND RIGHT-OF-WAY REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF MODESTO AND JWG MCHENRY, LLC, A CALIFORNIA CORPORATION

This First Amendment to the Capital Facilities Fees Public Improvement and Right-of-Way Reimbursement Agreement (FIRST AMENDMENT) is made and entered into in the City of Modesto, County of Stanislaus, State of California, as of this 27th day of October, 2015 (EFFECTIVE DATE), by and between the CITY OF MODESTO, a municipal corporation (CITY), and JWG MCHENRY, LLC, a California limited liability company (DEVELOPER).

WHEREAS, DEVELOPER has a legal interest in property located at the southeast corner of McHenry Avenue and Claratina Avenue in Modesto, California, commonly known as Gardner Parcel (APN 082-010-008) (DEVELOPER PROPERTY); and

WHEREAS, in connection with the development of DEVELOPER'S PROPERTY, DEVELOPER is required to construct certain street improvements on McHenry Avenue and Claratina Avenue (IMPROVEMENTS); and

WHEREAS, DEVELOPER is also required to dedicate certain right-of-way on McHenry Avenue and Claratina Avenue (DEDICATION); and

WHEREAS, all or a portion of the IMPROVEMENTS and DEDICATION have been designated for funding through the CITY's Capital Facilities Fee program (CFF PROGRAM); and

WHEREAS, the IMPROVEMENTS and DEDICATION will benefit other properties in addition to DEVELOPER'S PROPERTY; and

WHEREAS, additional properties will pay into the CFF PROGRAM as development occurs; and

WHEREAS, CITY will oversee the inspection of said IMPROVEMENTS and eventually

accept said IMPROVEMENTS as public improvements; and

WHEREAS, DEVELOPER has requested, and CITY has agreed, that DEVELOPER be reimbursed for the actual costs of constructing the IMPROVEMENTS after said IMPROVEMENTS have been completed by DEVELOPER and accepted by CITY; and

WHEREAS, on August 12, 2014, the CITY and DEVELOPER entered into a Capital Facilities Fees Public Improvement and Right-Of-Way Reimbursement Agreement (AGREEMENT) regarding the IMPROVEMENTS; and

WHEREAS, both CITY and DEVELOPER desire to amend the AGREEMENT (FIRST AMENDMENT) to allow DEVELOPER to be reimbursed for the portion of IMPROVEMENTS on McHenry Avenue that cross the Hetch Hetchy Pipeline,

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto mutually agree as follows:

1. Incorporation of Recitals and Exhibits. The recitals and exhibits set forth in the AGREEMENT are incorporated by this reference and hereby made a part of this FIRST AMENDMENT.
2. Effect of Agreement. Except as provided herein, the terms used in this FIRST AMENDMENT shall have the same meaning as the same terms have in the AGREEMENT. Unless expressly amended by this FIRST AMENDMENT, all the other terms and provisions of the AGREEMENT shall remain in full force and effect.
3. Hetch Hetchy Pipeline Improvements– Exhibit A-2. Exhibit A-2 sets forth the maximum reimbursement available to DEVELOPER for the work on McHenry Avenue that crosses the Hetch Hetchy Pipeline. The maximum reimbursement for all improvements and right-of-way shall increase from $1,942,896.72 to $2,394,603.74.
4. Requests for Reimbursement for Improvements.

   Section 9.f. shall be amended as follows:

   f. Developer shall confirm in writing that all construction work done on the

project was done by workers paid at least the current California prevailing wage requirement, and that applicable apprenticeship requirements were met. Upon IFP the Administrator's request, Developer will provide certified payrolls showing payment of prevailing wages.

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this First Amendment to the Capital Facilities Fees Public Improvement and Right-of-Way Reimbursement Agreement in duplicate by its City Manager and attestation by its City Clerk on the 27th day of October, 2015, and JWG MCHENRY, LLC, a California limited liability company has caused this Agreement to be duly executed in duplicate as of the EFFECTIVE DATE.

CITY OF MODESTO, a municipal corporation

By: _____
JAMES N. HOLGERSSON
City Manager

ATTEST:

By: _____
STEPHANIE LOPEZ, City Clerk

APPROVED AS TO FORM:
ADAM U. LINDGREN, City Attorney

By: _____

APPROVED AS TO FORM:

By: _____
BEVERLY JENSEN, Risk Manager

JWG MCHENRY, LLC, a California limited liability company

By: _____
Signature

_____
Name

_____
Title

By: _____
Signature

_____
Name

_____
Title

Signature Requirements
Corporation:
1. Signature of two (2) officers
or
2. Signature of one (1) officer plus the corporate seal

Partnership: Signature of one partner

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-395

RESOLUTION EXTENDING THE EXISTING AGREEMENT WITH VALLEYCREST GOLF COURSE MAINTENANCE THROUGH DECEMBER 31, 2015

WHEREAS, on April 28, 2009, the City of Modesto entered into an agreement ("Agreement") with ValleyCrest Golf Course Maintenance ("ValleyCrest"), to provide management services to Dryden and Creekside golf courses, and maintenance services to Dryden, Creekside, and Municipal golf courses, and

WHEREAS, on October 1, 2013, the City of Modesto approved a Letter of Agreement with ValleyCrest extending the contract through October 31, 2015, and

WHEREAS, on September 28, 2015, the Finance Committee recommended that the RFP for golf maintenance and management services be awarded to ValleyCrest, and

WHEREAS, staff and ValleyCrest continue to work together to draft a new two-year agreement, and

WHEREAS, a two-month extension of the existing contract is needed.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Council hereby approves the extension of the existing contract with ValleyCrest Golf Course Maintenance through December 31, 2015.

BE IT FURTHER RESOLVED that the execution of said Letter of Agreement by the City Manager be authorized.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 27th day of October, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-396

RESOLUTION AUTHORIZING THE AWARD OF BID FOR THE PURCHASE OF FIVE (5) ONE-TON TRUCKS WITH UTILITY BOX TO ADVANCED TRUCK BODY & EQUIPMENT, CENTRAL POINT, OR, AND AUTHORIZING THE PURCHASING MANAGER OR HIS DESIGNEE TO ISSUE A PURCHASE ORDER FOR A TOTAL ESTIMATED COST OF $260,191

WHEREAS, one is a replacement vehicle for the Utilities Department, Sewer Operations Division through the Public Works Department, Fleet Services Division that has been subjected to a thorough evaluation and has met or exceeded the replacement criteria before being placed on the replacement list, and

WHEREAS, four (4) one- ton trucks with utility box are new vehicles for the Utilities Department, Wastewater Collections Division to support the growth in personnel and new Jennings Tertiary Plant and,

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for new vehicles and heavy equipment, through various competitive processes, with the Purchasing Division coming back to Council for award authorization, and

WHEREAS, the Purchasing Division issued RFB 1516-07 for the purchase of five (5) one- ton trucks with utility box on the City's website under the commodity code for trucks one-ton or less and trucks with specialized bodies. Ninety nine prospective bidders were noticed online of the bid opportunity. Two of which were local companies, and

WHEREAS, Eleven companies chose to download the RFB document, and

WHEREAS, bids were formally opened in the City Clerk's office. One company chose to respond, the two local companies choose not to respond, and

WHEREAS, the company responding provided a responsive and responsible bid, and

WHEREAS, based on providing a responsive and responsible bid, City staff recommends the award of bid for the purchase of five (5) one-ton trucks with utility box to Advanced Truck Body & equipment, Central Point, OR, for a total estimated cost of $260,191, and

WHEREAS, sufficient funds are budgeted in Fiscal Year 2015-16, in appropriation unit 420-44316-57003 and 5409-53246-57003, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. The award of bid for the purchase of five (5) one-ton trucks with utility box to Advanced Truck Body & Equipment, Central Point, OR, conforms to the Modesto Municipal Code.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of bid for the purchase of five (5) one-ton trucks with utility box to Advanced Truck Body & Equipment, Central Point, OR.

BE IT FURTHER RESOLVED that the Purchasing Manager or his designee to issue a purchase order for a total estimated cost of $260,191.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 27th day of October, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-397

RESOLUTION AUTHORIZING THE AWARD OF BIDS FOR THE PURCHASE OF THREE (3) 2016 FORD POLICE INTERCEPTOR UTILITY VEHICLES TO NATIONAL AUTO FLEET GROUP, WATSONVILLE, CA, FOR AN ESTIMATED TOTAL COST OF $90,152; AND TEN (10) 2016 FORD POLICE INTERCEPTOR UTILITY VEHICLES TO FOLSOM LAKE FORD, FOLSOM, CA FOR AN ESTIMATED TOTAL COST OF $285,746; AND AUTHORIZING THE PURCHASING MANAGER OR HIS DESIGNEE TO ISSUE THE PURCHASING ORDERS

WHEREAS, these thirteen (13) 2016 Ford Police Interceptor Utility vehicles are replacements for units currently in operation that thorough analysis and mileage calculations, need to be replaced over the next sixteen (16) months, and

WHEREAS, Folsom Lake Ford's contract price is $28,575.90 with a fourteen (14) week delivery lead time, while National Auto Fleet Group's price is $30,050.41 with a three (3) week lead time. Although Folsom Lake Ford affords the City a lower unit price, based on immediate need and availably, fleet staff recommends the purchase of three (3) vehicles from National Auto Fleet Group, and ten (10) vehicles from Folsom Lake Ford. This procurement will result in savings of approximately $14,758, versus purchasing all thirteen (13) vehicles for a total price of $390,656, and

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for new vehicles and heavy equipment, through various competitive processes, with the Purchasing Division coming back to Council for award authorization, and

WHEREAS, the Public Works Department, Fleet Services Division builds and deploys Ford Interceptor Utility Vehicles for the Modesto Police Department on a continuous basis. This requires Fleet Services to maintain in-stock a minimum of one (1) Ford Interceptor Utility Vehicle. Fleet Services currently has four (4) in-stock with a calculated stock-depletion date of

December 31, 2015, therefore, if Fleet Services does not procure three (3) from National Auto Fleet Group (3 week lead time ARO) Fleet Services will have zero in-stock from the beginning of January 2016 to the middle of February 2016, and

WHEREAS, there are no local vendors able to provide this type of equipment. National Auto Fleet Group and Folsom Lake Ford have been awarded master contracts through competitive bid processes. Taking advantage of these processes and awarding contracts by "piggybacking" is an efficient and effective way to purchase these vehicles, and

WHEREAS, sufficient funds are budgeted in Fiscal Year 2015-16, in appropriation unit 5409-53246-57003, and

WHEREAS, Modesto Municipal Code (MMC) Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. However, there are exceptions to the rule set forth in the Modesto Municipal Code. One exception, MMC Section 8-3.204(d), is available where the Purchasing Manager, in his or her discretion, determines that a process other than the usual formal bid procedure set forth in MMC Section 8-3.203 will result in procurement for the City at the lowest possible cost commensurate with the desired quality. Acting within his discretion, the Purchasing Manager invoked that exception for this purchase due to the cost savings of staff time and the limited number of competitors, will conform to MMC Section 8-3.204(d).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of bids for the purchase of three (3) 2016 Ford Police Interceptor Utility vehicles to National Auto Fleet Group, Watsonville, CA, for an

estimated total cost of $90,152; and ten (10) 2016 Ford Police Interceptor Utility vehicles to Folsom Lake Ford, Folsom, CA for an estimated total cost of $285,746;

BE IT FURTHER RESOLVED that the Purchasing Manager or his designee is authorized to issue the purchase orders

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 27th day of October, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-398

RESOLUTION APPROVING THE ACCEPTANCE OF THE 2014 ASSISTANCE TO FIREFIGHTERS GRANT AWARD FOR THE PURCHASE AND IMPLEMENTATION OF SITSTAT AND AUTHORIZING THE FIRE CHIEF, OR HIS DESIGNEE, TO EXECUTE ALL GRANT-RELATED DOCUMENTS

WHEREAS, the 2014 Assistance to Firefighters Grant is a program to help ensure firefighter safety and compliance with current National Fire Protection Association standards by allowing the City and its regional partners to acquire SitStat and the additional technology (iPads, training, support, etc.) needed to effectively access and use the cloud-based software program, and

WHEREAS, this grant award will help move the Fire Department and its regional partners toward a more seamless operational platform that can be viewed by participating agencies, and

WHEREAS, On July 7, 2015 by Resolution No. 2015-234 the Modesto City Council approved the sole source procurement and implementation of SitStat by PSOMAS, and

WHEREAS, the City will be required to match 10% of the total grant award amount of $53,324, for a total match of $5,331, and

WHEREAS, funds were budgeted for and are available in the current fiscal year 2015-2016 budget.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the acceptance of the 2014 Assistance to Firefighters Grant Award for the purchase and implementation of SitStat.

BE IT FURTHER RESOLVED that the Fire Chief, or his designee, is hereby authorized to execute all grant-related documents.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Modesto held on the 27th day of October, 2015 by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following votes:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-399

RESOLUTION APPROVING A SPECIAL EVENT ENTERTAINMENT PERMIT FOR THE SUMMONING HALLOWEEN FESTIVAL AS OUTLINED BY THE CITY OF MODESTO ORDINANCE NO 3492-C.S. AND AUTHORIZING THE PERMIT ADMINISTRATOR TO EXECUTE THE SPECIAL EVENT ENTERTAINMENT PERMIT AND ALL RELATED DOCUMENTS

WHEREAS, The Summoning Halloween Festival will consist of many different types of live outdoor musical stage performances that range from Pop/Alternative, Hip Hop and Classic Rock, and

WHEREAS, the event features vendor booths providing a wide variety of products, services, food and refreshments throughout the event area, and

WHEREAS, the event is open to the public who are 21 years of age and over, and

WHEREAS, the event is controlled by temporary fencing outlining the entire perimeter with security at all entrances and exists, and

WHEREAS, The Summoning Halloween Festival has procured Total Protection Group, Inc. to provide twenty (20) security guards to assist the Modesto Police Department to ensure a safe and successful event, and

WHEREAS, the Modesto Police Department will be working the event as part of an Outside Work Agreement between the event promoters and the Modesto Police Department,

WHEREAS this item was not heard by the Entertainment Committee on October 15, 2015 due to the number of conflicted committee members and the current vacancy on the Committee.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Entertainment Permit for The Summoning Halloween Festival as outlined by the City of Modesto Ordinance No. 3492-C.S.

BE IT FURTHER RESOLVED that the Permit Administrator is hereby authorized to execute the Special Event Entertainment Permit and all related documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 27th day of October, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-400

RESOLUTION APPROVING A FIVE YEAR AGREEMENT WITH STOTT OUTDOOR ADVERTISING OF CHICO, CALIFORNIA TO SELL AND MAINTAIN ADVERTISING ON THE EXTERIORS OF MODESTO AREA EXPRESS (MAX) BUSES, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the City of Modesto's Modesto Area Express (MAX) transit system operates approximately 51 buses, and

WHEREAS, a Request for Proposals (RFP) was issued for the sale, placement and maintenance of advertising on the exteriors of MAX buses in exchange for payment to the City by the selected contractor, and

WHEREAS, two firms submitted proposals in response to the RFP, and

WHEREAS, Stott Outdoor Advertising was selected for award of the contract by a staff selection committee based on criteria included in the RFP, and

WHEREAS, under the terms of the agreement Stott Outdoor Advertising will make a one-time payment to the City of $75,000 concurrent with approval of the agreement, and a guaranteed amount of $14,500 per month or an amount equivalent to 39% of its net sales revenue, whichever is greater, which should provide a minimum of $945,000 in revenue to the City over five years, for the privilege of selling advertising on MAX buses for a five-year period.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that that it hereby approves a five-year agreement with Stott Outdoor Advertising of Chico, California to sell and maintain advertising on the exteriors of Modesto Area Express (MAX) buses effective December 1, 2015.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby

authorized to execute the agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 27th day of October, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-401

RESOLUTION AUTHORIZING THE PURCHASE OF ONE COMMUTER BUS FROM MOTOR COACH INDUSTRIES, INC. (MCI) AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO EXECUTE A PURCHASE ORDER FOR A TOTAL ESTIMATED COST OF $627,769

WHEREAS, the City desires to purchase one 45-foot, 55-passenger commuter bus to provide service on the Modesto Area Express BART Commuter Express route, and

WHEREAS, the City is utilizing the Victor Valley Transit Authority (VVTA) competitive bid process to purchase said bus from Motor Coach Industries, Inc. (MCI) in compliance with Modesto Municipal Code Section 8-3.202(h), and

WHEREAS, MCI provided the City with a quote based on the bid price MCI submitted to the VVTA, and

WHEREAS, MCI has quoted the following total price, F.O.B. Modesto, including state and local sales taxes: Six Hundred Twenty-Seven Thousand, Seven Hundred Sixty-Nine and No One-Hundredths Dollars ($627,769.00).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the purchase of one 45-foot, 55-passenger commuter bus from MCI at a cost of approximately $627,769 is hereby approved.

BE IT FURTHER RESOLVED that the Council hereby authorizes the Purchasing Manager, or his designee, to execute a purchase order to MCI for a total estimated cost of $627,769.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 27th day of October, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-402

RESOLUTION AMENDING THE FISCAL YEAR 2015-16 OPERATING BUDGET IN THE AMOUNT OF $640,324 TO FUND THE PURCHASE OF ONE COMMUTER BUS

WHEREAS, certain budgetary transactions are necessary in the amount of $640,324, in order to fund the purchase of one commuter bus, and

WHEREAS, the Fiscal Year 2015-16 Operating Budget must be amended as shown in **Exhibit A**, which is incorporated by reference herein.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the amendment of the Fiscal Year 2015-16 Operating Budget as shown in **Exhibit A**.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 27th day of October, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Exhibit A

Amend the FY 15/16 Operating Budget to fund the purchase of one (1) commuter bus as follows:

1. Increase appropriations in fund 4560 (Bus Purchases) in the amount of $640,324.
2. To fund this purchase recognize revenue in the amount of:
   - $640,324 – Prop 1B Transit Funds

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-403

RESOLUTION ACCEPTING THE PRELIMINARY DESIGN REPORT DATED SEPTEMBER 11, 2015 FOR THE CERES TRUNK REHABILITATION AND RELIABILITY PROJECT AS COMPLETE

WHEREAS, this project will rehabilitate the oldest and most deteriorated segments of the Ceres Trunk, from Blankenburg Avenue, east of Highway 99, to the Shackelford Crossing, near Zeff Road and Crows Landing Road, and

WHEREAS, this project will also include the design of a second 24-inch diameter pipeline under Highway 99 for reliability, and

WHEREAS, on December 2, 2014, by Resolution No. 2014-512, the City Council approved an agreement with Brown and Caldwell (B&C) for preparation of a Preliminary Design Report (PDR) for the Ceres Trunk Rehabilitation and Reliability Project, and

WHEREAS, the PDR serves as the basis of design for the project, and

WHEREAS, the PDR evaluated rehabilitation methods to determine the most economical and beneficial approach, and evaluated alternative alignments to correct existing hydraulic deficiencies, and

WHEREAS, staff recommends acceptance of the Preliminary Design Report as complete, and

WHEREAS, upon acceptance of the report by City Council, it is intended to proceed with the preparation of final design documents, as well as bidding and construction phase services.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts the Preliminary Design Report dated September 11, 2015 for the Ceres Trunk Rehabilitation and Reliability project as complete.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 27th day of October 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-404

RESOLUTION APPROVING AN AGREEMENT WITH BROWN AND CALDWELL FOR FINAL DESIGN SERVICES FOR THE CERES TRUNK REHABILITATION AND RELIABILITY PROJECT, IN AN AMOUNT NOT TO EXCEED $335,476 FOR THE IDENTIFIED SCOPE OF SERVICES, PLUS $33,548 FOR ADDITIONAL SERVICES (IF NEEDED), FOR A MAXIMUM TOTAL AMOUNT OF $369,024, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the Wastewater Collection System Master Plan (WWCSMP) identified key deficiencies in the wastewater collection system, and

WHEREAS, several reinforced concrete pipe (RCP) trunk sewer segments need to be rehabilitated due to deterioration, excessive infiltration due to defects, and hydraulic deficiencies, and

WHEREAS, the WWCSMP lists the Ceres Trunk as a high priority project because it is one of the most severely corroded RCP trunk sewers in the City, and

WHEREAS, the Ceres Trunk is known as a secondary trunk and conveys all flow from northern Ceres and Area 8 (southeast Modesto) to the River Trunk, and

WHEREAS, the Ceres Trunk crosses under Highway 99 and the Tuolumne River (Shackelford Crossing), and consists of 18-inch to 24-inch diameter RCPs, and

WHEREAS, this project will rehabilitate the oldest and most deteriorated segments of the Ceres Trunk, from Blankenburg Avenue, east of Highway 99, to the Shackelford Crossing, near Zeff Road and Crows Landing Road, and

WHEREAS, this project will also include the design of a second 24-inch diameter pipeline under Highway 99 for reliability, and

WHEREAS, on December 2, 2014, by Resolution No. 2014-512, the City Council approved an agreement with Brown and Caldwell (B&C) for preparation of a Preliminary Design Report (PDR) for the Ceres Trunk Rehabilitation and Reliability Project, and

WHEREAS, the PDR serves as the basis of design for the project, and

WHEREAS, the PDR evaluated rehabilitation methods to determine the most economical and beneficial approach, and evaluated alternative alignments to correct existing hydraulic deficiencies, and

WHEREAS, in March 2015, as part of the condition assessment and pipe inspection task for the PDR, the City was notified by the consultant that certain sections of the Ceres Trunk had major deterioration and were missing the crown of the pipe, and

WHEREAS, the City's Collections crew made immediate repairs to these sections to prevent collapse and obstruction of flows, and

WHEREAS, given the existing condition of the Ceres Trunk and the urgency of the rehabilitation project, completion of the final design is imperative, and

WHEREAS, this agreement will allow for final design, development of bid documents, and assistance during the bid period for the project, and

WHEREAS, considering the technical complexity of this project and current staff workload, City staff is recommending the use of an engineering consultant to complete the final design, and

WHEREAS, B&C's original proposed fee was $ 399,906; however, the final negotiated cost is $335,476, and

WHEREAS, B&C's involvement of local subconsultants accounts for 8% of the total contract amount to prepare the Final Design Report, and

WHEREAS, the scope of services to be provided under this agreement includes: 1) Project Management: administration, meetings and quality assurance; 2) Final Design: documents, utility location, public outreach, permit coordination, modeling, surveying, cost estimate, and scheduling; and 3) Bid Period Services: addenda, meetings and bid summary, and

WHEREAS, given the high priority for completion of this project, staff recommends approving Brown and Caldwell's agreement for Final Design Services for the Ceres Trunk Rehabilitation and Reliability Project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with Brown and Caldwell for the Final Design Services for Ceres Trunk Rehabilitation and Reliability Project, in an amount not to exceed $335,476 for the identified scope of services, plus $33,548 for additional services (if needed), for a maximum total amount of $369,024.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 27th day of October 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-405

RESOLUTION APPROVING AN AGREEMENT WITH GEORGE OSNER, AICP, FOR ON-CALL ENVIRONMENTAL PLANNING SUPPORT SERVICES FOR ONE YEAR, WITH TWO ONE-YEAR EXTENSION OPTIONS, AT THE SOLE DISCRETION OF THE CITY, IN AN AMOUNT NOT TO EXCEED $45,000 PER YEAR, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT, AND UP TO TWO ONE-YEAR EXTENSION OPTIONS

WHEREAS, the Utilities Department will require environmental planning support services that may be beyond the department staff's ability to accomplish in a timely manner, and

WHEREAS, retaining an on-call consultant will allow the department to have quick access to specific environmental planning support services, when needed, and

WHEREAS, George Osner, AICP, a former planner for the City of Modesto, has demonstrated the ability to provide quality service in a timely manner on past and current projects, and

WHEREAS, he has proven experience in coordinating with City and agency staff to complete environmental planning services, as well as advising City staff on environmental regulations, and

WHEREAS, he is familiar with the City's existing infrastructure, policies, and personnel, and has an in-depth knowledge of California Environmental Quality Act (CEQA) requirements, and

WHEREAS, an existing Agreement for On-Call Environmental Planning Support Services with Mr. Osner expired October 2, 2015, and

WHEREAS, given his experience and prior satisfactory performance, Mr. Osner is deemed qualified to provide the requested on-call services, and

WHEREAS, there are no known local consultants with Mr. Osner's combined knowledge of CEQA, City infrastructure, staff, and policies, and

WHEREAS, no new budget allocation will be sought because the project-specific task orders under the agreement will be paid from existing CIPs, and

WHEREAS, George Osner will submit a written scope of services outlining the specific work, schedule, and cost estimate associated with each task order, and

WHEREAS, George Osner will perform no service until Engineering Services Division management has approved the proposed specific task order and a written Notice to Proceed (NTP) is prepared and sent to George Osner prior to commencement of services, and

WHEREAS, therefore, City staff recommends approving an Agreement for On-call Environmental Planning Support Services with George Osner, AICP,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with George Osner, AICP for On-call Environmental Planning Support Services for one (1) year, with two (2) one-year extension options at the sole discretion of the City in an amount not to exceed $45,000 per year. Total cost for three (3) years is not to exceed $135,000.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute said Agreement with George Osner, AICP, and up to two (2) one-year extension options.

The foregoing resolution was introduced at a special meeting of the Council of the City of Modesto held on the 27th day of October 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-406

RESOLUTION APPROVING A SECOND AMENDMENT TO AGREEMENT WITH NORTHSTAR ENGINEERING GROUP, INC. FOR FINAL DESIGN SERVICES FOR THE INDUSTRIAL TANK 13 AND PUMP STATION PROJECT IN AN AMOUNT NOT TO EXCEED $65,770, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE SECOND AMENDMENT TO AGREEMENT

WHEREAS, the Industrial Tank 13 and Pump Station (Project) are part of the City's water system improvements needed to fully integrate the water system with the Phase Two expansion of the Modesto Regional Water Treatment Plant (MRWTP), as identified in the Water System Engineer's Report adopted by City Council in September 2010, and

WHEREAS, the Project consists of one 4-million gallon potable water storage tank and one 12-million gallon per day booster pumping station, located within a City-owned five-acre vacant parcel between 415 and 555 Codoni Avenue (assessor's parcel number 009-018-054), and

WHEREAS, the potable water storage tank is anticipated to be constructed at grade, and will serve South Modesto, the industrial area, as well as provide additional water to downtown Modesto, and

WHEREAS, on January 25, 2011, by Resolution No. 2011-25, City Council approved an agreement with NorthStar Engineering Group, Inc. (NorthStar) for Final Design Services for the Project, and

WHEREAS, on August 6, 2014, by Resolution No. 2014-304, City Council approved an amendment to the agreement with NorthStar for additional project

management, project support services, final design services, and bid period services that were not included in the original agreement, and

WHEREAS, due to City staff attrition and budget, the final design documents were reviewed by current staff in July 2015, and

WHEREAS, several issues were identified, including bringing the design up to current codes, changes to water closet configuration for security reasons, staff directed changes to placement of electrical improvements and subsurface preparation which require revision or clarification in the construction documents to reduce the potential for change orders during construction, and

WHEREAS, City staff recommends approving a second amendment to agreement with NorthStar for $65,770, which will include additional project management, project support, final design and bid period services, to complete the final project design for the Industrial Tank 13 and Pump Station Project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a Second Amendment to Agreement with NorthStar Engineering Group, Inc. to provide additional final design services for Industrial Tank 13 and Pump Station Project in an amount not to exceed $65,770.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Second Amendment to Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 27th day of October 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-407

RESOLUTION ACCEPTING THE "STRENGTHEN AND REPLACE WATER SYSTEM – SOUTH MODESTO PHASE 2 PROJECT" AS COMPLETE, AND AUTHORIZING THE CITY CLERK TO COMPLETE ALL NECESSARY STEPS TO FILE WITH THE COUNTY RECORDER, RELEASE SECURITIES AND RELEASE PAYMENTS TOTALING $1,728,345. TO KNIFE RIVER CONSTRUCTION, OF STOCKTON CALIFORNIA WHO HAS REPLACED AND UPGRADED DEFICIENT WATER MAINS AND FIRE HYDRANTS IN THE SOUTHWEST AREA OF MODESTO

WHEREAS, the Strengthen and Replace Water System - South Modesto Phase 2 Project has been completed by Knife River Construction in accordance with the contract agreement dated October 14, 2014.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Strengthen and Replace Water System - South Modesto Phase 2 Project is hereby accepted as complete from said contractor, Knife River Construction and that the City Clerk is authorized to complete all necessary steps to file with the County Recorder, release securities and payments totaling $1,728,345 is authorized as provided in the contract.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 27th day of October, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None

ABSENT: Councilmembers: None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-408

RESOLUTION AUTHORIZING THE ISSUANCE OF A PERMIT TO HERMES GUARDIAN TRANSPORT FOR NON-EMERGENCY MEDICAL TRANSPORTATION IN THE CITY OF MODESTO

WHEREAS, Hermes Guardian Transport has submitted an application to provide non-emergency medical transport within the City of Modesto, and

WHEREAS, Hermes Guardian Transport has paid the required $1,000 filing fee and has provided all necessary information as outlined in Modesto Municipal Code Section 3-9.03, and

WHEREAS, the Modesto Police Department has completed a background investigation regarding Hermes Guardian Transport, per Modesto Municipal Code Section 3-903, and recommends a permit be granted, and

WHEREAS, on September 14, 2014, the Safety & Communities Committee reviewed this item and recommended scheduling a public hearing for Council consideration, and

WHEREAS, Modesto City Council approval is required for Hermes Guardian Transport to function as a non-emergency medical transport service within the City of Modesto, and

WHEREAS, a duly noticed public hearing was held by the City Council of the City of Modesto on October 27, 2015, at 5:30 p.m. in the Tenth Street Place Chambers located at 1010 Tenth Street, Modesto, California, to consider authorizing the issuance of a permit to Hermes Guardian Transport for a non-emergency medical transport within the City of Modesto, and

WHEREAS, Modesto City Council finds that Hermes Guardian Transport will serve the public convenience and necessity requirements.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the issuance of a permit to Hermes Guardian Transport for non-emergency medical transport within the City of Modesto.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 27th day of October, 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-409

A RESOLUTION ACCEPTING THE DESTINATION MODESTO REPORT FOR THE FIRST QUARTER OF FISCAL YEAR 2015-16.

WHEREAS, in June 2015, the City Council adopted Resolution No. 2015-224 assigning the duties and functions of the Convention and Visitor's Bureau, Inc. (CVB) to the Community and Economic Development Department (CEDD), and

WHEREAS, CEDD staff has prepared the Destination Modesto Report – First Quarter Fiscal Year 2015-16 for the convention and tourism activity,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts the Destination Modesto Report – First Quarter Fiscal Year 2015-16.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 27th day of October, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

APPROVED AS TO FORM:

BY: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-410

A RESOLUTION ACCEPTING THE CONVENTION AND VISITORS BUREAU'S ANNUAL ACTIVITY REPORT FOR FISCAL YEAR 2014-15

WHEREAS, in June 2015, the City Council adopted Resolution No. 2015-224 assigning the duties and functions of the Convention and Visitor's Bureau, Inc. (CVB) to the Community and Economic Development Department (CEDD), and

WHEREAS, CEDD staff has prepared an Annual Activity Report for Fiscal Year 2014-15 on behalf of the former CVB,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts the Convention and Visitors Bureau's Annual Activity Report for Fiscal Year 2014-15.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 27th day of October, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

APPROVED AS TO FORM:

BY: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015- 411

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MODESTO APPROVING AS TO FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION WITH THE PRIVATE SALE AND ISSUANCE OF THE CITY OF MODESTO, CALIFORNIA WASTEWATER REVENUE REFUNDING BOND, SERIES 2015 AND AUTHORIZING CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, the City of Modesto is a charter city and a municipal corporation organized and existing under the laws of the State of California (the "City"); and

WHEREAS, pursuant to Section 200 of the Charter of the City of Modesto and the City of Modesto Wastewater Treatment Facilities Revenue Bond Law, constituting Chapter 6 of Title VIII of the Modesto Municipal Code (the "Bond Law"), the City is authorized to issue revenue bonds to finance the acquisition, construction, improvement, furnishing, equipping, remodeling, repair, reconstruction or rehabilitation of the wastewater treatment facilities of the City (the "Enterprise") or for the purpose of refunding bonds issued for such purposes; and

WHEREAS, the City has entered into a Wastewater Revenue Bond Indenture, dated as of April 1, 2005 (the "Master Indenture"), between the City and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the "Trustee") to U.S. Bank National Association, providing for the issuance of wastewater revenue bonds thereunder; and

WHEREAS, in accordance with the Series 2015 Bond Law and the Indenture, as supplemented by a First Supplemental Indenture, dated as of April 1, 2005 (the "First Supplemental Indenture"), a Second Supplemental Indenture, dated as of April 1, 2005 (the "Second Supplemental Indenture"), and a Third Supplemental Indenture, dated as of December 1, 2006 (the "Third Supplemental Indenture," and together with the Master

Indenture, the First Supplemental Indenture and the Second Supplemental Indenture, the "Indenture"), each by and between the Trustee, the City has previously issued its City of Modesto, California Wastewater Revenue Refunding Bonds, Series 2005A (the "Series 2005A Bonds"), its City of Modesto, California Wastewater Revenue Refunding Bonds, Series 2005B ("Series 2005B Bonds") and its City of Modesto, California Wastewater Revenue Refunding Bonds, Series 2006A (the "Series 2006 Bonds," and together with the Series 2005A Bonds and the Series 2005B Bonds, the "Prior Bonds"); and

WHEREAS, the Indenture provides that the City may issue any indebtedness, installment sale obligation, lease obligation or other obligation of the City for borrowed money having an equal lien and charge upon the Net Revenues, therefore payable on a parity with the Series 2015 Bonds (whether or not any Bonds are Outstanding) ("Parity Debt"), from time to time in accordance with the terms of the Indenture; and

WHEREAS, the City desires to issue a bond (the "Series 2015 Bond"), as Parity Debt pursuant to Section 3.15(c) of the Indenture; and

WHEREAS, Section 3.05(c)(5) of the Indenture requires that the Trustee be designated as paying agent or trustee for any Parity Debt; and

WHEREAS, The Bank of New York Mellon Trust Company, N.A. serves as Trustee and has agreed to serve as paying agent, bond registrar and authentication agent (the "Paying Agent") for the Series 2015 Bond; and

WHEREAS, following a request for proposals solicitation, Capital One Public Funding, LLC (the "Purchaser") and two other potential purchasers have provided the City with proposals to purchase the Bond directly from the City;

WHEREAS, the City Finance Director, upon the advice of Public Financial Management, Inc., the City's financial advisor, and based upon cost and other considerations, has recommended that the City accept the Purchaser's proposal;

WHEREAS, in connection with the issuance of the Bond, the City, the Purchaser and the Paying Agent propose to enter into a Bond Purchase Agreement (the "Bond Purchase Agreement"), pursuant to which the Bond will be issued to the Purchaser;

NOW, THEREFORE, the City Council of the City of Modesto does hereby resolve, determine and order as follows:

Recitals. The above recitals are true and correct.

Section 1. Bond Purchase Agreement. The Bond Purchase Agreement, in the form presented at this meeting and on file with the City Clerk, is approved. The Mayor (or in his absence, the Mayor Pro Tem), the City Manager or the Finance Director of the City (each, an "Authorized Officer"), acting singly, is authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Bond Purchase Agreement, as well as the Bond **attached** thereto, with such additions or changes therein, whether material or otherwise, as such Authorized Officer may approve (such approval to be conclusively evidenced by such Authorized Officer's execution and delivery thereof).

Section 2. Refunding of Series 2005A Bonds and Series 2006A Bonds. The City authorizes the refunding of all of the Series 2005A Bonds and the November 1, 2023 and 2024 maturities of the Series 2006A Bonds (collectively, the "Refunded Bonds") from proceeds of the Bond, and directs the Finance Director to take such action as necessary to complete the refunding.

Section 3. Other Acts. The Authorized Officers and all other officers of the City are authorized and directed, jointly and severally, to do any and all things, to execute and deliver any and all documents that they may deem necessary or advisable in order to consummate the sale, issuance and delivery of the Bonds, or otherwise to effectuate the purposes of this Resolution, the Bond Purchase Agreement, and any such actions previously taken by such officers are hereby ratified and confirmed.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 27th day of October, 2015, by Councilmember Gunderson, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote.

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM LINDGREN, City Attorney

BOND PURCHASE AGREEMENT

by and among

THE CITY OF MODESTO,
as the City

CAPITAL ONE PUBLIC FUNDING, LLC,
as Purchaser

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Paying Agent

Dated as of October 30, 2015

Relating to
City of Modesto, California
Wastewater Revenue Refunding Bond
Series 2015

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BOND PURCHASE AGREEMENT

This BOND PURCHASE AGREEMENT, dated for convenience of reference as of October 30, 2015 (this "Agreement" or "Bond Purchase Agreement"), by and among The City of Modesto, a charter city and municipal corporation duly organized and validly existing under the laws of the State of California (the "City"), Capital One Public Funding, LLC (the "Purchaser"), and The Bank of New York Mellon Trust Company, N.A., as Paying Agent (the "Paying Agent").

W I T N E S S E T H :

WHEREAS, the City of Modesto is a charter city and a municipal corporation organized and existing under the laws of the State of California (the "City"); and

WHEREAS, pursuant to Section 200 of the Charter of the City of Modesto and the City of Modesto Wastewater Treatment Facilities Revenue Bond Law, constituting Chapter 6 of Title VIII of the Modesto Municipal Code (the "Bond Law"), the City is authorized to issue revenue bonds to finance the acquisition, construction, improvement, furnishing, equipping, remodeling, repair, reconstruction or rehabilitation of the wastewater treatment facilities of the City (the "Enterprise") or for the purpose of refunding bonds issued for such purposes; and

WHEREAS, the City has entered into a Wastewater Revenue Bond Indenture, dated as of April 1, 2005 (the "Master Indenture"), between the City and The Bank of New York Trust Company, N.A., as successor trustee (the "Trustee") to U.S. Bank National Association, providing for the issuance of wastewater revenue bonds thereunder; and

WHEREAS, in accordance with the Series 2015 Bond Law and the Indenture, as supplemented by a First Supplemental Indenture, dated as of April 1, 2005 (the "First Supplemental Indenture"), a Second Supplemental Indenture, dated as of April 1, 2005 (the "Second Supplemental Indenture"), and a Third Supplemental Indenture, dated as of December 1, 2006 (the "Third Supplemental Indenture," and together with the Master Indenture, the First Supplemental Indenture and the Second Supplemental Indenture, the "Indenture"), each by and between the City and the Trustee, the City has previously issued its City of Modesto, California Wastewater Revenue Refunding Bonds, Series 2005A (the "Series 2005A Bonds"), its City of Modesto, California Wastewater Revenue Refunding Bonds, Series 2005B ("Series 2005B Bonds") and its City of Modesto, California Wastewater Revenue Bonds, Series 2006A (the "Series 2006 Bonds," and together with the Series 2005A Bonds and the Series 2005B Bonds, the "Prior Bonds"); and

WHEREAS, the Indenture provides that the City may issue any indebtedness, installment sale obligation, lease obligation or other obligation of the City for borrowed money having an equal lien and charge upon the Net Revenues, therefore payable on a parity with the Series 2015 Bond (whether or not any Bonds are Outstanding) ("Parity Debt"), from time to time in accordance with the terms of the Indenture; and

WHEREAS, the City has determined to issue a bond (the "Series 2015 Bond") as Parity Debt pursuant to Section 3.15(c) of the Indenture; and

WHEREAS, the City has determined that the Series 2015 Bond shall be substantially in the form attached as Exhibit A hereto, with such variations, omissions and insertions as are required or permitted by this Bond Purchase Agreement; and

WHEREAS, Section 3.05(c)(5) of the Indenture requires that the Trustee be designated as paying agent or trustee for any Parity Debt; and

WHEREAS, The Bank of New York Mellon Trust Company, N.A. has agreed to serve as paying agent, bond registrar and authentication agent (the "Paying Agent") for the Series 2015 Bond under this Bond Purchase Agreement; and

WHEREAS, the City, the Purchaser and the Paying Agent have duly authorized the execution and delivery of this Bond Purchase Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Definitions. The following terms shall, for purposes of this Bond Purchase Agreement, have the respective meanings ascribed to them in this Section 1. All capitalized terms used in this Bond Purchase Agreement which are not defined herein but are defined in the Indenture shall have the meanings specified in the Indenture.

"Bond Payment Account" means a special account created and designated by the provisions of Section 9 hereof.

"City Representative" means the Mayor, the City Manager, the Deputy City Manager or the Finance Director of the City, or any person designated by any of them in writing, to act on behalf of the City.

"Closing Time" means the Closing Time specified in accordance with Section 2 of this Bond Purchase Agreement.

"Code" means the Internal Revenue Code of 1986 as in effect on the date of original issuance of the Series 2015 Bond or (except as otherwise referenced herein or in the Installment Sale Agreement) as it may be amended to apply to obligations issued on the date of original issuance of the Series 2015 Bond, together with regulations promulgated, and official public guidance published, under the Code.

"Commitment Letter" means the letter, dated October 1, 2015, by which the Purchaser issued its commitment to purchase the Series 2015 Bond.

"Costs of Issuance" means any costs or expenses paid or incurred in connection with the preparation, execution and delivery of the Series 2015 Bond, including but not limited to printing costs, word processing costs, special counsel and other legal fees and expenses, rating agency fees, financial advisor fees, verification agent fees, accounting fees, legal fees, payable to any other consultants or experts retained by the City in connection with such preparation, execution and delivery, and any other cost, charge or fee in connection with the original issuance of the Series 2015 Bond which constitutes a "cost of issuance" within the meaning of the Code. Costs of Issuance shall not include any costs or expenses of the Purchaser.

"Costs of Issuance Account" means a special account created and designated by the provisions of Section 9 hereof.

"Counsel" means attorneys, selected by the City and acceptable to the Purchaser, who are nationally recognized in the issuance of tax-exempt municipal obligations.

"Event of Default" means (a) any default in the payment of principal, or interest on the Series 2015 Bond when due, (b) any "Event of Default" as defined in the Indenture, and (c) failure by the City to observe or perform any covenant, condition, agreement or provision in this Bond Purchase Agreement, on its part to be observed or performed, other than as referred to in subsection (a) or (b) of this definition, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, has been given to the City by the Purchaser or the Paying Agent; except that, if such failure can be remedied but not within such thirty (30) day period and if the City has taken all action reasonably possible to remedy such failure within such thirty (30) day period, such failure shall not become an Event of Default for so long as the City shall diligently proceed to remedy the same in accordance with and subject to any directions or limitations of time established by the Purchaser.

"Indenture Bond" means any Bond (other than the Series 2015 Bond) issued under the Indenture.

"Net Revenues" shall have the meaning set forth in the Indenture.

"Purchaser" means Capital One Public Funding, LLC, the purchaser of the Series 2015 Bond issued hereunder and its successors and assigns as permitted under Section 6(d) herein.

"Series 2015 Bond" means the bond issued under the provisions of Section 2 of this Bond Purchase Agreement for the Financing Purposes.

"Tax Agreement" means the Tax Certificate and Agreement, dated the date hereof, by the City (or similar instruments), pertaining to the use and investment of proceeds of the Series 2015 Bond, executed and delivered by a duly authorized officer of the City at the Closing Time, including any and all exhibits and attachments thereto.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, "Bond", "owner", "holder" and "person" shall include the plural as well as the singular number, "person" shall mean any individual, corporation, partnership, joint-venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof, and "holder" or "bondholder" when used herein with respect to the Series 2015 Bond shall mean the owner of the Series 2015 Bond.

Section 2. Issuance and Purchase of the Series 2015 Bond. The City shall issue the Series 2015 Bond substantially in the form attached as Exhibit A hereto, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Purchase Agreement. The Series 2015 Bond may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto or as may be authorized by the

City. The Series 2015 Bond shall be in the aggregate principal amount of $21,300,000, shall be designated "City of Modesto, California Wastewater Revenue Refunding Bond, Series 2015", shall be dated the date of delivery of and payment therefor shall bear interest from its date until payment, such interest to the maturity or earlier prepayment thereof being payable each May 1 and November 1, commencing May 1, 2016, and principal payable in semiannual installments on each May 1 and November 1, commencing May 1, 2016, and ending November 1, 2024, subject to the right of prepayment, all as set forth in the Series 2015 Bond. The Series 2015 Bond shall bear interest at a rate equal to 2.42% per annum, accruing from the date of delivery. Interest shall be computed on the basis of a year consisting of twelve 30-day months.

In reliance upon the representations, warranties and agreements contained herein and in the Indenture, and subject to the conditions herein set forth, at the Closing Time the City agrees to issue and sell the Series 2015 Bond to the Purchaser, and the Purchaser agrees to purchase the Series 2015 Bond from the City, for a price of 100% of the principal amount thereof. Payment for the Series 2015 Bond shall be made by the Purchaser at or about 10:00 A.M., New York time, October 30, 2015, by wire transfer of immediately available funds to an account specified by the City against delivery of the Series 2015 Bond at the office of Sidley Austin LLP, San Francisco, California, or at such other time and place as may be mutually agreed upon by the parties hereto (the "Closing Time").

All payments with respect to the Series 2015 Bond will be paid to the Purchaser and shall satisfy all obligations of the City with respect to such payments. Upon final payment of the Series 2015 Bond, the Series 2015 Bond shall be surrendered to the City for cancellation.

The initial Bond shall be numbered "R-1."

Section 3. Representations, Warranties and Agreements of the City; Tax Covenants of the City; City Acknowledgments.

(a) *Representations, Warranties and Agreements of the City*. The City hereby represents and warrants to, and agrees with, the Purchaser as follows:

(i) The City is a charter city and a municipal corporation organized and existing under the laws of the State of California. The City is authorized under the Series 2015 Bond Law to borrow money and issue the Series 2015 Bond therefor to finance the acquisition, construction, improvement, furnishing, equipping, remodeling, repair, reconstruction or rehabilitation of the Enterprise (as defined in the Indenture) or for the purpose of refunding bonds issued for such purposes (collectively, the "Financing Purposes").

(ii) The City has full power and authority to issue the Series 2015 Bond pursuant to the Charter and the Bond Law for the Financing Purposes, and to carry out and consummate all transactions contemplated by this Bond Purchase Agreement and the Series 2015 Bond.

(iii) Pursuant to the Charter, the Bond Law and Resolution No. ____ of the City Council of the City relating to the Series 2015 Bond, the City has duly authorized: (A) the issuance and sale of the Series 2015 Bond; (B) the execution, delivery and due performance of this Bond Purchase Agreement and the Series 2015 Bond; and (C) the taking of

any and all action as may be required on the part of the City to carry out, give effect to and consummate the transactions contemplated hereby. The fully executed Series 2015 Bond, fully executed counterparts of this Bond Purchase Agreement and certified copies of the resolution of the City authorizing the City's undertakings contemplated hereby shall be delivered to the Purchaser by the City at the Closing Time, and they shall be in the respective forms theretofore submitted to the Purchaser and approved by the Purchaser, with only such changes or modifications thereof as the Purchaser and the City shall agree upon.

(iv) So long as the Series 2015 Bond is outstanding, the City will not issue or sell any bond or obligations (other than the Series 2015 Bond), the interest, premium or principal of which shall be payable in whole or in part from the Net Revenues, except as permitted hereunder and under the Indenture.

(v) There is no action, suit, proceeding or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of the City, threatened against or affecting the City, nor to the knowledge of the City is there any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Bond Purchase Agreement, or which, in any way, would adversely affect the validity of the Series 2015 Bond, this Bond Purchase Agreement or any other agreement or instrument to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(vi) The execution, delivery and due performance by the City of this Bond Purchase Agreement, the Series 2015 Bond and the other agreements contemplated hereby and compliance with the provisions hereof and thereof will not conflict with, or constitute on the part of the City a breach of, or a default under, any existing law, administrative regulation, decree or court order or any provision of any legislative act, constitutional or other proceeding applicable to or establishing or relating to the existence of the City or its affairs or resolutions, or any agreement, indenture, mortgage, lease or other instrument to which the City is subject or by which it is or may be bound.

(vii) Payment of principal and interest on the Series 2015 Bond is secured by a pledge of Net Revenues, which pledge is on parity with the pledge of Net Revenues for the Indenture Bonds, as further described herein. The Series 2015 Bond constitutes "Parity Debt" under the Indenture.

(viii) The obligation of the City to make payment of the principal of and interest on the Series 2015 Bond is a special, limited obligation of the City, payable solely from the Net Revenues, as more fully described in Section 15.

(ix) The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Bond Purchase Agreement, in the Series 2015 Bond, and in all proceedings of the City pertaining thereto and will faithfully observe and perform at all times any and all covenants, undertakings, stipulations and provisions of the Indenture on its part to be observed or performed. The City covenants that it is duly authorized under the Constitution and laws of the State, including particularly and without limitation the Bond Law, to issue the Series 2015 Bond, to enter into this Bond Purchase

Agreement and to pledge the Net Revenues in the manner set forth herein; that action on its part for the issuance of the Series 2015 Bond and the execution and delivery of this Bond Purchase Agreement has been duly and effectively taken; and that the Series 2015 Bond in the hands of the owner thereof is and will be the valid and enforceable special, limited obligation of the City according to the tenor and import thereof.

(x) The City shall not amend, supplement or otherwise modify or consent to the amendment, supplement or modification, in whole or in part, of the Indenture except as permitted by the Indenture, provided that no such amendment, supplement or modification may be made without the consent of the Purchaser if it would materially and adversely affect the security for the Series 2015 Bond.

(xi) The City covenants that it shall promptly execute and deliver or cause to be executed and delivered all other and further assurances, documents or instruments and promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to carry out the purposes and intentions of this Bond Purchase Agreement and for preserving and protecting the rights and interests of the Purchaser.

(b) *Tax Covenants of the City*. The City hereby covenants to, and agrees with, the City and the Purchaser as follows:

(i) The City hereby covenants that, notwithstanding any other provisions of this Bond Purchase Agreement, it shall not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the tax-exempt status of interest on the Series 2015 Bond under Section 103 of the Code. The City shall not, directly or indirectly, use or permit the use of proceeds of the Series 2015 Bond or any of the property financed or refinanced with proceeds of the Series 2015 Bond, or any portion thereof, by any person other than a governmental unit (as such term is used in Section 141 of the Code), in such manner or to such extent as would adversely affect the Tax-exempt status of interest on the Series 2015 Bond.

(ii) The City shall not take any action, or fail to take any action, if any such action or failure to take action would cause the Series 2015 Bond to be a "private activity bond" within the meaning of Section 141 of the Code, and in furtherance thereof, shall not make any use of the proceeds of the Series 2015 Bond or any of the property financed or refinanced with proceeds of the Series 2015 Bond, or any portion thereof, or any other funds of the City, that would cause the Series 2015 Bond to be a "private activity bond" within the meaning of Section 141 of the Code. To that end, so long as the Series 2015 Bond is Outstanding, the City, with respect to such proceeds and property and such other funds, will comply with applicable requirements of the Code and all regulations of the United States Department of the Treasury issued thereunder, to the extent such requirements are, at the time, applicable and in effect.

(iii) The City shall not, directly or indirectly, use or permit the use of any proceeds of the Series 2015 Bond, or of any property financed or refinanced thereby, or other funds of the City, or take or omit to take any action, that would cause the Series 2015 Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code. To that end, the City shall comply with all requirements of Section 148 of the Code and all regulations of the United

States Department of the Treasury issued thereunder to the extent such requirements are, at the time, in effect and applicable to the Series 2015 Bond.

(iv) The City shall not make any use of the proceeds of the Series 2015 Bond or any other funds of the City, or take or omit to take any other action, that would cause the Series 2015 Bond to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(v) In furtherance of the foregoing tax covenants, the City covenants that it will comply with the provisions of the Tax Agreement, which is incorporated herein as if fully set forth herein. These covenants shall survive payment in full or defeasance of the Series 2015 Bond. The Paying Agent shall be deemed conclusively to have complied with this Section and the Tax Agreement if it follows the directions of the City or the City given pursuant to the Tax Agreement, and shall have no liability or responsibility to determine if the City's or the City's actions are in compliance with this Section or the Tax Agreement or to enforce compliance by the City or the City with the terms of this Section or the Tax Agreement.

(c) *City Acknowledgements relating to Purchaser.* The City acknowledges that the Purchaser:

(i) is acting solely for its own loan account and not as a fiduciary for the City or in the capacity of broker, dealer, placement agent, municipal securities underwriter, municipal advisor or fiduciary;

(ii) has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the City (including to any financial advisor or any placement agent engaged by the City) with respect to the structuring, issuance, sale or delivery of the Series 2015 Bond; and

(iii) has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the City with respect to the transactions relating to the structuring, issuance, sale or delivery of the Series 2015 Bond and the discussions, undertakings and procedures leading thereto.

The City represents to the Purchaser that it will obtain such financial, legal (including securities law), tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters and compliance with legal requirements applicable to such parties) with respect to the Series 2015 Bond from its own financial, legal, tax and other advisors (and not from the undersigned or its affiliates) to the extent that the City requires such advice.

The transactions between the City and the Purchaser are arm's length, commercial transactions in which the Purchaser is acting and has acted solely as a principal and for its own interest and the Purchaser has not made recommendations to the City with respect to the transactions relating to the Series 2015 Bond.

Section 4. Conditions of Purchaser's Obligations to Purchase. The Purchaser shall accept delivery of the Series 2015 Bond only upon the following conditions:

(a) The Series 2015 Bond shall have been duly authorized, executed and delivered, in form satisfactory to the Purchaser.

(b) The Purchaser shall have received an opinion of the City Attorney, substantially in the form of Annex I.

(c) The Purchaser shall have received the approving opinion of Sidley Austin LLP, Bond Counsel, substantially in the form of Annex II.

(d) The Purchaser shall have received (i) a defeasance opinion with respect to the Series 2005A Bonds and (ii) a defeasance opinion with respect to the Series 2006 Bonds, each from Sidley Austin LLP and each in a form reasonably satisfactory to the Purchaser.

(e) The Purchaser shall have received a copy, duly certified by the Secretary of the City, of the resolution referred to in Section 3(a)(iii) hereof.

(f) The Purchaser shall have received evidence that all of the conditions specified in the Commitment Letter have been satisfied.

(g) The Purchaser shall have received such other documentation and certificates as may be reasonably required by the Purchaser.

Section 5. Conditions of the City's Obligations. The issuance by the City of the Series 2015 Bond hereunder is subject to the conditions set forth in Section 4 hereof and the receipt by the City of the opinions of counsel substantially in the respective forms of those required by subsections (b), (c) and (d) of Section 4. The payment for the Series 2015 Bond by the Purchaser shall conclusively evidence the satisfaction of the conditions set forth in Sections 4 and 5.

Section 6. Purchase For Investment Only; Independent Investigation. The Purchaser certifies to the City and the Paying Agent as follows:

(a) The Purchaser has full power and authority to carry on its business as now conducted and make the representations and certifications contained herein.

(b) The Purchaser is a lender that regularly extends credit by purchasing loans in the form of state and local government obligations such as the Series 2015 Bond; has knowledge and experience in financial and business matters that make it capable of evaluating the City, the City, the Series 2015 Bond and the risks associated with the purchase of the Series 2015 Bond; has the ability to bear the economic risk of an investment in the Series 2015 Bond; and is an "accredited investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended. The Purchaser is not acting as a broker, dealer, municipal securities underwriter, municipal advisor or fiduciary in connection with its purchase of the Series 2015 Bond.

(c) The Purchaser has conducted its own investigation of the financial condition of the City, the purpose for which the Series 2015 Bond is being executed and delivered and of the security for the payment of the principal of and interest on the Series 2015

Bond, and has obtained such information regarding the Series 2015 Bond, the City and its operations, financial condition and financial prospects as the Purchaser deems necessary to make an informed investment decision with respect to the purchase of the Series 2015 Bond.

(d) The Purchaser is purchasing the Series 2015 Bond as a vehicle for making a commercial loan for its own loan account and without any present intention of distributing or selling any interest therein or portion thereof, provided that the Purchaser retains the right at any time to sell or transfer the Series 2015 Bond (in whole but not in part), but agrees that any such sale or transfer by the Purchaser shall be to:

(i) an affiliate of the Purchaser; or

(ii) a bank, insurance company or other financial institution; provided, however, that, as a condition of transfer, any purchaser or assignee of the Series 2015 Bond shall execute an assignment and assumption of the rights and obligations of the Purchaser under this Bond Purchase Agreement in form acceptable to the City.

Nothing herein shall limit the right of the Purchaser to sell or assign participation interests in the Series 2015 Bond to one or more institutions listed in (i) or (ii), provided that neither the City nor the City shall have any obligation or liability to such participants and such participants shall look solely to the Purchaser to enforce any such obligations under the Series 2015 Bond or this Agreement against the City or the City.

(e) The Purchaser acknowledges that the Series 2015 Bond (a) has not been registered under the Securities Act of 1933, as amended, and has not been registered or otherwise qualified for sale under the securities laws of any state, (b) will not be listed on any securities exchange and (c) there is no established market for the Series 2015 Bond and that none is likely to develop. The Purchaser understands and acknowledges that (i) the offering of the Series 2015 Bond is not intended to be subject to the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended and (ii) in connection with its purchase of the Series 2015 Bond, neither the City nor the City has prepared or caused to be prepared, any official statement, private placement memorandum or other offering document in connection with the sale and purchase of the Series 2015 Bond.

Section 7. Execution. The Series 2015 Bond shall be executed in the name and on behalf of the City with the facsimile or manual signature of the Mayor, the City Manager or the Finance Director of the City and attested by the facsimile or manual signature of the City Clerk under the printed seal of the City, provided one such signature shall be manual. Such seal may be in the form of a facsimile of the City's seal and may be reproduced, imprinted or impressed on the Series 2015 Bond. The Series 2015 Bond shall then be delivered to the Paying Agent for authentication by it. In case any of the officers who shall have signed or attested the Series 2015 Bond shall cease to be such officer or officers of the City before the Series 2015 Bond so signed or attested shall have been authenticated or delivered by the Paying Agent or issued by the City, such Series 2015 Bond may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the City as though those who signed and attested the same had continued to be such officers of the City, and also the Series 2015 Bond may be signed and attested on behalf of the City by such persons as at the actual date of

execution of such Series 2015 Bond shall be the proper officers of the City although at the nominal date of such Series 2015 Bond any such person shall not have been such officer of the City.

Section 8. Registration and Transfer of Series 2015 Bond.

(a) Registration of Series 2015 Bond. The Paying Agent will keep or cause to be kept, at its Corporate Trust Office sufficient books for the registration and transfer of the Series 2015 Bond, which shall at all times be open to inspection during normal business hours by the City upon reasonable prior notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Series 2015 Bond as hereinbefore provided.

(b) Transfer of Series 2015 Bond. The Series 2015 Bond may, in accordance with its terms, be transferred, upon the register required to be kept pursuant to the provisions of Section 8(a) hereof, by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Series 2015 Bond for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Paying Agent.

Whenever the Series 2015 Bond shall be surrendered for transfer, the City shall execute and the Paying Agent shall authenticate and deliver a new Series 2015 Bond or Bonds, of the same Series, tenor, maturity and interest rate and for a like aggregate principal amount. The Paying Agent shall require the bondholder requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer.

Section 9. Bond Payment Account and Costs of Issuance Account.

(a) The Paying Agent shall create two escrow accounts, one designated as the "Costs of Issuance Account" and one designated as the "Bond Payment Account." Each of such accounts shall be held by the Paying Agent separate and apart from other moneys of the City or the Paying Agent.

(b) The Costs of Issuance Account shall be funded by the City as provided in Section 13 hereof. Moneys in the Costs of Issuance Account shall be applied at the direction of the City to the payment of the costs of issuing the Series 2015 Bond. Pending such application, such moneys may be invested at the direction of the City.

(c) The Bond Payment Account will be funded by the City as provided in Section 10. Moneys in the Bond Payment Account will be held in trust for the security and payment of the Series 2015 Bond, and will be applied solely for the payment of principal and interest on the Series 2015 Bond as the same becomes due. Pending such application, such moneys may be invested solely at the direction of the City in Permitted Investments (as defined in the Indenture) which mature on or before the payment date.

Section 10. Pledge of Net Revenues; Payment of Series 2015 Bond

(a) The City hereby pledges the Net Revenues to secure payment of the principal of and interest on the Series 2015 Bond, which pledge is hereby made on a parity basis with the pledge of Net Revenues made by the City under the Indenture, and is subject to the provisions of the Indenture permitting the application of Net Revenues for the purposes and on the terms and conditions set forth therein.

(b) In order to provide for the payment of the Series 2015 Bond on a parity with the Indenture Bonds, the City agrees that, pursuant to Section 5.01(B) of the Indenture, on or before the third Business Day prior to each interest payment date or principal payment date on the Series 2015 Bond, it will transfer to the Paying Agent from Net Revenues on deposit with the City, an amount equal to the interest becoming due and payable on the Series 2015 Bond together with the principal coming due on such date, it being understood that such transfers shall be made on a parity with, and at the same as, such transfers with respect to the payment of the Indenture Bonds. The Paying Agent shall immediately deposit such Net Revenues into the Bond Payment Account, and shall use moneys in the Bond Payment Account solely to make payment of interest and principal on the 2015 Bond as the same become due in accordance with the terms of the Series 2015 Bond, such payments to be made in the manner described in Section 13.

(c) Any moneys remaining in the Bond Payment Account after payment of the Series 2015 Bond in full as provided herein shall be transferred to the City to be used for any lawful purpose of the City.

Section 11. Prepayment. The Series 2015 Bond shall not be subject to prepayment except as provided therein. The Series 2015 Bond shall be prepayable in whole, on any date on or after May 1, 2020, at a price of par plus accrued interest to the date of prepayment. The City at the direction of the City shall give the Purchaser at least 30 days prior written notice of such prepayment.

Such notice shall be mailed, postage prepaid, to the Purchaser as provided in Section 18(e) setting forth the date fixed for prepayment. On the date so designated for prepayment, notice having been mailed in the manner and under the conditions hereinabove provided, the Series 2015 Bond shall become and be due and payable on such date, and, if sufficient moneys for payment of the prepayment price and the accrued interest are made available to the Purchaser for the payment thereof, interest on the Series 2015 Bond so prepaid shall cease to accrue, the Series 2015 Bond shall cease to be entitled to any benefit or security under this Bond Purchase Agreement, and the Purchaser shall have no rights in respect thereof except to receive payment of the prepayment price thereof and the accrued interest.

Section 12. Notation of Payments. The Purchaser shall permit the City, at any time during regular business hours, to make at such Purchaser's office an appropriate notation or notations on its Bond of payments of principal thereon, if at least five days prior thereto the City shall have given written notice of its intention to do so and it shall not have received from the Purchaser a written confirmation that the requested notation or notations shall have been made by the Purchaser. In the event that the Series 2015 Bond shall be transferred by the Purchaser as permitted by Sections 6(d) and 8 hereof, the Purchaser will make or cause to be made notations thereon of all payments of principal with respect to which no prior notations have been made and of the date to which interest thereon has been paid.

Section 13. Disposition of Series 2015 Bond Proceeds. At or about the Closing Time the proceeds received from the sale of the Series 2015 Bond (together with $_____ of the City's legally available funds) shall be applied as follows:

(a) $_____ shall be transferred to the Trustee, which, together with $_____ on deposit with the Trustee in the Reserve Fund for the Series 2005A Bonds and $_____ contributed by the City on the date hereof in an amount equal to the scheduled principal with respect to Series 2005A Bonds due on November 1, 2015, together with the redemption price of the Series 2005A Bonds to be redeemed on such date, and interest accrued thereon through such date. Such amounts shall be used by the Trustee to pay or redeem the Series 2005A Bonds on November 1, 2015;

(b) $_____ shall be transferred to the Trustee, which, together with $_____ on deposit with the Trustee in the Reserve Fund for the Series 2006A Bonds and $_____ contributed by the City on the date hereof in an amount equal to the scheduled principal with respect to Series 2006A Bonds due on November 1, 2015, together with the redemption price of the Series 2005A Bonds to be redeemed on such date, and interest accrued thereon through such date. Such amounts shall be used by the Trustee to pay or redeem the Series 2006A Bonds on November 1, 2015; and

(c) $_____ shall be transferred to the City and deposited in the Costs of Issuance Account.

Section 14. Paying Agent.

(a) Appointment; Duties, Immunities and Liabilities of Paying Agent.

(i) The Bank of New York Mellon Trust Company, N.A. is hereby appointed as paying agent, registrar and authentication agent under this Bond Purchase Agreement and hereby accepts the trust imposed upon it as Paying Agent hereunder and to perform all the functions and duties of the Paying Agent hereunder, subject to the terms and conditions set forth in this Bond Purchase Agreement. The Paying Agent shall, prior to an Event of Default, and after the curing or waiver of all Events of Default which may have occurred, perform such duties and only such duties as are specifically set forth in this Bond Purchase Agreement and no implied covenants shall be read into this Bond Purchase Agreement against the Paying Agent. The Paying Agent shall, during the existence of any Event of Default (which has not been cured or waived), exercise such of the rights and powers vested in it by this Bond Purchase Agreement and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(ii) The City may not remove the Paying Agent unless the City at the same time removes the Trustee under the Indenture, in which event the successor trustee under the Indenture must become the successor Paying Agent hereunder.

(iii) The Paying Agent may at any time resign by giving written notice of such resignation to the City and the Purchaser by mail at the addresses shown on the registration books maintained by the Paying Agent, provided that the Paying Agent may not resign unless it resigns at the same time from its duties as trustee under the Indenture. Upon

receiving such notice of resignation, the City shall promptly appoint a successor Paying Agent and Trustee by an instrument in writing.

(iv) Any removal or resignation of the Paying Agent and appointment of a successor Paying Agent shall become effective upon acceptance of appointment by the successor Paying Agent. If no successor Paying Agent shall have been appointed and have accepted appointment within forty-five (45) days of giving notice of removal or notice of resignation as aforesaid, the resigning Paying Agent or the Purchaser may petition any court of competent jurisdiction for the appointment of a successor Paying Agent, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Paying Agent. Any successor Paying Agent appointed under this Bond Purchase Agreement, shall signify its acceptance of such appointment by executing and delivering to the City and to its predecessor Paying Agent a written acceptance thereof, and thereupon such successor Paying Agent, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Paying Agent, with like effect as if originally named Paying Agent herein; but, nevertheless at the Request of the City or the request of the successor Paying Agent, such predecessor Paying Agent shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Paying Agent all the right, title and interest of such predecessor Paying Agent in and to any property held by it under this Bond Purchase Agreement and shall pay over, transfer, assign and deliver to the successor Paying Agent any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Paying Agent, the City shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Paying Agent all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Paying Agent as provided in this subsection, the City shall give notice of the succession of such Paying Agent to the Purchaser at the address shown on the registration books maintained by the Paying Agent. If the City fails to mail such notice within fifteen (15) days after acceptance of appointment by the successor Paying Agent, the successor Paying Agent shall cause such notice to be mailed at the expense of the City.

(v) Any Paying Agent appointed under the provisions of this Section in succession to the Paying Agent shall be a trust company or bank having the powers of a trust company having a corporate trust office in the State, having a combined capital and surplus of at least fifty million dollars ($50,000,000) and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this subsection the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Paying Agent shall cease to be eligible in accordance with the provisions of this subsection (v), the Paying Agent shall resign immediately in the manner and with the effect specified in this Section.

If, by reason of the judgment of any court, the Paying Agent or any successor Paying Agent is rendered unable to perform its duties hereunder, and if no successor Paying Agent be then appointed, all such duties and all of the rights and powers of the Paying Agent hereunder

shall be assumed by and vest in the Treasurer of the City in trust for the benefit of the bondholder.

(b) Merger or Consolidation. Any company into which the Paying Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under subsection (a) of this Section 14, shall be the successor to such Paying Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

(c) Liability of Paying Agent.

(i) The recitals of facts herein and in the Series 2015 Bond contained shall be taken as statements of the City, and the Paying Agent assumes no responsibility for the correctness of the same (other than the certificate of authentication of the Paying Agent on the Series 2015 Bond), and makes no representations as to the validity or sufficiency of this Bond Purchase Agreement or of the Series 2015 Bond, as to the sufficiency of the Net Revenues, or the priority of the lien of this Bond Purchase Agreement thereon, or as to the financial or technical feasibility of the Enterprise (as defined in the Indenture) and shall not incur any responsibility in respect of any such matter, other than in connection with the duties or obligations expressly herein or in the Bonds assigned to or imposed upon it. The Paying Agent shall, however, be responsible for its representations contained in its certificate of authentication on the Series 2015 Bond. The Paying Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence, willful misconduct or breach of the express terms and conditions hereof. The Paying Agent may in good faith hold any form of indebtedness of the City, own, accept or negotiate any drafts, bills of exchange, acceptances or obligations of the City and make disbursements for the City and enter into any commercial or business arrangement therewith, without limitation.

(ii) The Paying Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Paying Agent was negligent in ascertaining the pertinent facts. The Paying Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, but the Paying Agent shall be answerable for the negligence or misconduct of any such attorney, agent, or receiver selected by it; provided, however, that the Paying Agent shall not be answerable for the negligence or misconduct of any attorney or certified public accountant selected by it with due care.

(iii) The Paying Agent shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Purchaser.

(iv) The Paying Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Bond Purchase Agreement at the request, order or direction of the Series 2015 Bond holder pursuant to the provisions of this Bond Purchase Agreement, including, without limitation, the provisions relating to Events of Default, unless

such bondholder shall have offered to the Paying Agent security or indemnity satisfactory to it against the costs, expenses and liabilities which may be incurred therein or thereby.

(v) No provision of this Bond Purchase Agreement shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder.

(vi) The Paying Agent shall not be deemed to have knowledge of and shall not be required to take any action with respect to, any Event of Default (other than a failure to pay principal or interest on the Series 2015 Bond or any Indenture Bonds) or event which would, with the giving of notice, the passage of time or both, constitute an Event of Default, unless the Paying Agent shall have actual knowledge of such event or shall have been notified of such event by the City or the bondholder. Without limiting the generality of the foregoing, the Paying Agent shall not be required to ascertain, monitor or inquire as to the performance or observance by the City of the terms, conditions, covenants or agreements set forth herein or under the Indenture, except as expressly provided herein or in the Indenture.

(vii) No permissive power, right or remedy conferred upon the Paying Agent hereunder shall be construed to impose a duty to exercise such power, right or remedy.

(viii) The Paying Agent shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, coupon or other paper or document but the Paying Agent, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Paying Agent shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the City, personally or by agent or attorney.

(1) The Paying Agent shall not be responsible for:

(A) the application or handling by the City of any Net Revenues or other moneys transferred to or pursuant to any Requisition or Request of the City in accordance with the terms and conditions of the Master Indenture;

(B) the application and handling by the City of any other fund or account designated to be held by the City under the Indenture or herein;

(C) any error or omission by the City in making any computation or giving any instruction pursuant to the insurance provisions of Sections 6.07 of the Indenture and the records and accounts provisions of Section 6.08 of the Indenture and may rely conclusively on any computations or instructions furnished to it by the City in connection with the requirements of Section 6.08 of the Indenture and the Tax Certificate; or

(D) the construction, operation or maintenance of the Enterprise by the City.

(ix) Whether or not therein expressly so provided, every provision of this Bond Purchase Agreement relating to the conduct or affecting the liability of or affording protection to the Paying Agent shall be subject to the provisions of this Section 14.

(x) The Paying Agent shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Series 2015 Bond.

(d) Right of Paying Agent to Rely on Documents. The Paying Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, note or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Paying Agent may consult with counsel, including, without limitation, counsel of or to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance herewith unless it shall be proved that the Paying Agent was negligent in ascertaining the pertinent facts.

Whenever in the administration of the trusts imposed upon it by this Bond Purchase Agreement the Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Certificate of the City, and such Certificate shall be full warrant to the Paying Agent for any action taken or suffered in good faith under the provisions of this Bond Purchase Agreement in reliance upon such Certificate, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable. The Paying Agent may also rely conclusively on any report or certification of any certified public accountant, investment banker, financial consultant, or other expert selected by the City or selected by the Paying Agent with due care in connection with matters required to be proven or ascertained in connection with its administration of the trusts created by the Indenture.

(e) Compensation and Indemnification of Paying Agent. The City shall cause to be paid to the Paying Agent from time to time reasonable compensation for all service rendered under this Bond Purchase Agreement, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Bond Purchase Agreement, subject to the provisions of Section 11.10 of the Indenture relating to moneys set aside for the payment of particular Indenture Bonds. The City further agrees to indemnify and save the Paying Agent, its officers, directors and employees harmless from and against any costs, claims, expenses or liabilities, including fees and expenses of its attorneys, which it may incur in the exercise and performance of its powers and duties hereunder, and which are not due to its negligence, misconduct or default.

Section 15. Liability of City Limited to Net Revenues. Notwithstanding anything in this Bond Purchase Agreement or in the Series 2015 Bond contained, the City shall not be required to advance any moneys derived from any source other than the Net Revenues and other assets pledged hereunder for any of the purposes in this Bond Purchase Agreement mentioned,

whether for the payment of the principal or prepayment price of or interest on the Series 2015 Bond or for any other purpose of this Bond Purchase Agreement.

The Series 2015 Bond is a special, limited obligation of the City. The Series 2015 Bond shall not be deemed to constitute a debt or liability of the City, the State of California or of any political subdivision thereof within the meaning of any constitutional or statutory provision, or a pledge of the faith and credit of the City, the State of California or of any political subdivision thereof, but shall be payable, except to the extent of certain amounts held hereunder pledged therefor, solely from Net Revenues. Neither the faith and credit nor the taxing power of the City, the State of California or of any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Series 2015 Bond. The issuance of the Series 2015 Bond shall not directly or indirectly or contingently obligate the City, the State of California or any political subdivision thereof to levy or to pledge any form of taxation whatsoever therefor or to make any appropriation for their payment.

Section 16. Amendments. Alterations and modifications of this Bond Purchase Agreement may be made only with the written consent of the City, the Purchaser and the Paying Agent.

Section 17. Limitation of Liability of City. No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of a present or future member, trustee, officer, employee or agent of the City or the City in his or her individual capacity, and no officer of the City executing the Series 2015 Bond shall be liable personally on the Series 2015 Bond or be subject to any personal liability or accountability by reason of the issuance thereof or by virtue of the execution and delivery of this Bond Purchase Agreement. No trustee, officer, employee or agent of the City shall incur any personal liability with respect to any other action or failure to act pursuant to this Bond Purchase Agreement, provided such member, trustee, officer, employee or agent acts in good faith.

Section 18. Miscellaneous.

(a) The City agrees to pay (i) all Costs of Issuance; (ii) all taxes, if any, upon any documents or transactions pursuant to this Bond Purchase Agreement; (iii) all expenses incidental to all filings or recordings pursuant to this Bond Purchase Agreement and the Indenture; and (iv) all costs of collection (including reasonable counsel fees) in the event of default in the payment of the principal of or interest on the Series 2015 Bond or other charges payable under this Bond Purchase Agreement.

(b) This Bond Purchase Agreement shall be binding upon and inure to the benefit of the Purchaser, the City and the Paying Agent and their respective successors and assigns.

(c) Upon payment of the Series 2015 Bond, the City shall be relieved of all further obligations with respect to the Series 2015 Bond and this Bond Purchase Agreement. Upon payment, either at or before maturity, the Series 2015 Bond shall be cancelled and shall be delivered to the City when such payment or prepayment is made, at which time the Paying Agent shall destroy the Series 2015 Bond.

(d) Upon the happening and continuance of any Event of Default, the Purchaser, by written notice to the City, shall have the right to:

(1) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the City or any officer or employee of the City, and to compel the City or any such officer or employee to perform and carry out its or his or her duties under the law and the agreements and covenants required to be performed by it or him or her contained in this Bond Purchase Agreement or in the Indenture;

(2) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the City; or

(3) by suit in equity upon the happening of an Event of Default to require the City and its officers and employees to account as the trustee of an express trust.

The Purchaser shall have no right to accelerate payment of the Series 2015 Bond.

(e) Any notice, demand, direction, request or other instrument authorized or required by this Bond Purchase Agreement to be given to or filed with the City, the Purchaser or the Paying Agent shall be deemed to have been sufficiently given or filed for all purposes of this Bond Purchase Agreement if mailed, by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to the City:	City of Modesto 1010 Tenth Street Modest, California 95354 Attention: Director of Finance
If to the Purchaser:	Capital One Public Funding, LLC 275 Broadhollow Road Melville, New York 11747 Attention: [Jonathan A. Lewis, President]
If to the Paying Agent:	The Bank of New York Mellon Trust Company, N.A. 400 South Hope Street, 4th Floor Los Angeles, CA 90071 Attention: [_____]

The City, the Purchaser and the Paying Agent may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. The Purchaser agrees to furnish copies of any documents received by it pursuant to this Bond Purchase Agreement to the City.

(f) Unless otherwise directed by the Purchaser in writing not less than 15 days prior to a payment date, all payments of principal and interest shall be made by wire transfer to the Purchaser to the following account:

Capital One Bank
Rtg 065000090
Beneficiary: JAMSAB Realty Corp./Capital One Public Funding AC
[_____]
Re: [_____] – City of Modesto (Water) – (must be included in all payments to Capital One Public Funding, LLC)

(g) Except as herein otherwise expressly provided, nothing in this Bond Purchase Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto any right, remedy or claim, legal or equitable, under or by reason of this Bond Purchase Agreement or any provision hereof, this Bond Purchase Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the parties hereto, and the holder from time to time of the Series 2015 Bond.

(h) The terms of this Bond Purchase Agreement shall survive following the execution and delivery of the Series 2015 Bond to the Purchaser against the purchase price therefor. Furthermore, the representations, warranties and covenants of the parties hereto shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the City or the Purchaser and shall survive execution, delivery and acceptance of, and payment for the Series 2015 Bond.

(i) In case any one or more of the provisions of this Bond Purchase Agreement or of the Series 2015 Bond shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Bond Purchase Agreement or of the Series 2015 Bond, but this Bond Purchase Agreement and the Series 2015 Bond shall be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Series 2015 Bond or in this Bond Purchase Agreement shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

(j) All notices provided to the Indenture Bond holders shall also be provided to the Purchaser.

(k) This Agreement shall be governed by and construed in accordance with the laws of the State.

(l) If the date for making payment, or the last date for performance of any act or the exercising of any right, as provided in this Bond Purchase Agreement or the Series 2015 Bond, shall be a legal holiday or a day on which banking institutions in the State are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions in the State are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Bond Purchase Agreement or the Series 2015 Bond, and no interest shall accrue for the period after such nominal date.

(m) Whenever the consent or approval of any party to this Bond Purchase Agreement is required by the terms of this Bond Purchase Agreement, the consent or approval of such party shall not be unreasonably withheld.

(n) This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterparts shall constitute but one and the same instrument.

(o) Any headings preceding the text of the several sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Bond Purchase Agreement, and they shall not affect its meaning, construction or effect.

IN WITNESS WHEREOF, the parties hereto have caused this Bond Purchase Agreement to be executed all as of the date first above written.

CITY OF MODESTO

By: _____
[Name]
[Title]

CAPITAL ONE PUBLIC FUNDING, LLC

By: _____
Authorized Officer

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

By: _____
Authorized Officer

EXHIBIT A

THIS BOND MAY ONLY BE SOLD OR TRANSFERRED IN WHOLE UPON SATISFACTION OF THE CONDITIONS SET FORTH IN THE BOND PURCHASE AGREEMENT

No. R-1 $21,300,000

Date of Issuance: October 30, 2015

United States of America
State of California

City of Modesto, California
Wastewater Revenue Refunding Bond
Series 2015

The City of Modesto, California, a charter city and municipal corporation duly organized and existing under the laws of the State of California (the "City"), for value received, hereby promises to pay to CAPITAL ONE PUBLIC FUNDING, LLC, Melville, New York (the "Purchaser"), or its registered assigns or legal representative, in any coin or currency in the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, the principal sum of Twenty-One Million Three Hundred Thousand Dollars ($21,300,000), together with interest in like coin or currency on the unpaid principal from the date hereof until payment in full at the rate per annum set forth below. All payments of interest and principal on this Bond shall be made to the Purchaser by wire transfer in accordance with the Bond Purchase Agreement (defined below); provided, however, that the City's obligations hereunder to pay principal and interest, and its right to prepay principal as herein provided, shall be satisfied upon the receipt by the Purchaser of payments from the City pursuant to the Bond Purchase Agreement. Upon final payment, this Bond shall be surrendered to the City.

The principal amount of this Bond shall be payable in semiannual installments on each May 1 and November 1, commencing May 1, 2016, and ending November 1, 2024, as set forth in the attached amortization schedule, subject to the right of prepayment. The interest accruing on this Bond shall be payable semi-annually on each May 1 and November 1, commencing May 1, 2016. This Bond shall bear interest at a rate equal to 2.42% per annum, accruing from the date of issuance. Interest shall be computed on the basis of a year consisting of twelve 30-day months.

This Bond is a special, limited obligation of the City. This Bond shall not be deemed to constitute a debt or liability of the City, the State of California or of any political subdivision thereof within the meaning of any constitutional or statutory provision, or a pledge of the faith and credit of the City, the State of California or of any political subdivision thereof, but shall be payable, except to the extent of certain amounts held hereunder pledged therefor, solely from Net Revenues (as defined in the Indenture hereinafter mentioned). Neither the faith and credit nor

the taxing power of the City, the State of California or of any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or the interest on this Bond. The issuance of this Bond shall not directly or indirectly or contingently obligate the City, the State of California or any political subdivision thereof to levy or to pledge any form of taxation whatsoever therefor or to make any appropriation for their payment. The Bond is issued as Parity Debt under the Indenture, as supplemented by a First Supplemental Indenture, dated as of April 1, 2005 (the "First Supplemental Indenture"), a Second Supplemental Indenture, dated as of April 1, 2005 (the "Second Supplemental Indenture"), and a Third Supplemental Indenture, dated as of December 1, 2006 (the "Third Supplemental Indenture," and together with the Master Indenture, the First Supplemental Indenture and the Second Supplemental Indenture, the "Indenture"), each by and between the City and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the "Trustee"). None of the County, the State, or any other public agency or instrumentality of the State, or the City shall be obligated to pay the Series 2015 Bond or the interest thereon except as herein provided, and neither the faith and credit nor the taxing power of the State, the County, the City or any public agency or instrumentality of the State or any member of the City is pledged to the payment of the principal of or the interest on the Series 2015 Bond.

The City has entered into a Bond Purchase Agreement, dated as of October 30, 2015 (the "Bond Purchase Agreement"), with Capital One Public Funding, LLC, as the purchaser of this bond (the "Purchaser") and The Bank of New York Mellon Trust Company, N.A., as paying agent (the "Paying Agent"), providing for the issuance and sale by the City, and the purchase by the Purchaser, of this Bond upon the terms and conditions therein provided. Reference is hereby made to the Bond Purchase Agreement for the provisions, among others, with respect to the custody and application of the proceeds of this Bond, the collection and disposition of payments under the Indenture and other revenues, the nature and extent of the security, the terms and conditions under which this bond is issued, the rights, duties and obligations of the City and of the Purchaser and the rights of the holders of this bond, and, by the acceptance of this Bond, the holder hereof assents to all of the provisions of the Bond Purchase Agreement.

This Bond is issued and the Bond Purchase Agreement was authorized, executed and delivered under and issued pursuant to Section 200 of the Charter of the City of Modesto and the City of Modesto Wastewater Treatment Facilities Revenue Bond Law, constituting Chapter 6 of Title VIII of the Modesto Municipal Code (the "Bond Law") and the Bond Purchase Agreement. This Bond is issued for the purpose of refunding certain of the City's Wastewater Revenue Bonds issued under the Indenture.

The City has entered into the Bond Purchase Agreement, under the provisions of which the City shall make payments at the times required and in amounts sufficient to pay the principal of and interest on this Bond as the same shall become due and payable and certain fees and expenses of the City. The Bond Purchase Agreement provides that the payments in respect of this Bond shall be made by the City to the Paying Agent, and that the City's obligation to make such payments shall be absolute and unconditional. The Paying Agent shall may payments to the Purchaser for the account of the City.

Reference is hereby made to the Bond Purchase Agreement, and the provisions of the Indenture incorporated therein by reference, and to all amendments and supplements thereto, for

a description of the rights and the provisions, among others, with respect to the nature and extent of such security, the rights, duties and obligations of the and the Purchaser and the rights of the holder of this Bond with respect thereto.

The City may exercise its option to prepay the Bond, on any date on or after May 1, 2020, at a prepayment price equal to the principal amount of this bond to be prepaid, plus accrued interest to the prepayment date, without premium.

Payment of or on account of the principal of and interest on this Bond shall be made only to or upon the order of the Purchaser regardless of any disposition of the Series 2015 Bond unless the Purchaser has assigned all rights under the Bond Purchase Agreement, as and to the extent permitted by the Bond Purchase Agreement.

Modifications or alterations of the Bond Purchase Agreement, or of any agreement supplemental thereto, may be made by the City, the Purchaser and the Paying Agent only to the extent and in the circumstances permitted thereunder.

All acts, conditions and things required by the Constitution and laws of the State of California and the rules and regulations of the City to happen, exist and be performed precedent to and in connection with the issuance of this Bond and the execution and delivery of the Bond Purchase Agreement have happened, exist and have been performed as so required.

IN WITNESS WHEREOF, the City of Modesto, California, has caused this Bond to be signed by the Director of Finance and the City Manager, and its corporate seal to be impressed hereon, all as of the date of the delivery thereof and payment therefor.

CITY OF MODESTO, CALIFORNIA

By: _____
Director of Finance

By: _____
City Manager

[SEAL]

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION AND REGISTRATION TO APPEAR ON THE SERIES 2015 BOND]

This Bond has been authenticated and registered on the date set forth below.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

Dated: _____

By: _____
Authorized Officer

EXHIBIT A TO BOND

AMORTIZATION SCHEDULE

Date	Principal	Interest	Total	Notation of Payment
TOTAL				

ANNEX I

FORM OF OPINION OF CITY ATTORNEY

October 30, 2015

City of Modesto
Modesto, California

Capital One Public Funding, LLC
Melville, New York

Opinion of City Attorney

with reference to

$21,300,000
City of Modesto, California
Wastewater Revenue Refunding Bond
Series 2015

Ladies and Gentlemen:

I am the City Attorney of the City of Modesto (the "City"). In such capacity, in connection with the issuance of the above-captioned bond (the "Bond") by the City, I have examined the original, certified copies, or copies otherwise identified to my satisfaction as being true copies of such resolutions, documents, certificates, and records as I have deemed relevant and necessary (except as I have specifically limited the scope of my investigation herein) as the basis for the opinions set forth herein relying on such examination and pertinent law and subject to the limitations and qualifications hereinafter set forth. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Bond Purchase Agreement, dated as of October 30, 2015 (the "Bond Purchase Agreement"), among the City, Capital One Public Funding, LLC (the "Purchaser") and The Bank of New York Mellon Trust Company, N.A. (the "Paying Agent"), relating to the Series 2015 Bond. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Bond Purchase Agreement.

Relying on such examination and pertinent law and subject to the limitations and qualifications hereinafter set forth, I am of the opinion that:

1. The City is a charter city and municipal corporation, duly organized and validly existing under the State of California;

2. Resolution No. ____ of the City Council of the City relating to the Series 2015 Bond, was duly adopted at a meeting of the City Council held on October __, 2015, which meeting was called and held pursuant to law, with all public notice required by law and at which a quorum was present and acting throughout, and such Resolution has not been amended since its date of adoption and is now in full force and effect; and

3. To the best of my knowledge, there is no action, suit or proceeding before or by any court, public board or body pending or threatened wherein an unfavorable decision, ruling or finding would (a) affect the creation, organization, existence or powers of the City or the titles of its officers to their respective offices, (b) in any way question or affect the validity or enforceability of the Bond Purchase Agreement or the Indenture, or (c) find illegal, invalid or unenforceable, or materially impair the City's ability to perform under, such agreements or the transactions contemplated thereby, or any other agreement or instrument related to the issuance of the Series 2015 Bond to which the City is a party.

Respectfully submitted,

ANNEX II

FORM OF APPROVING OPINION OF BOND COUNSEL

[UNDER REVIEW]

October 30, 2015

City of Modesto
Modesto, California

Capital One Public Funding, LLC
Melville, New York

$21,300,000
City of Modesto, California
Wastewater Revenue Refunding Bond
Series 2015

Ladies and Gentlemen:

In our capacity as bond counsel, we have examined (i) a record of proceedings relating to the issuance of the above-captioned bond (the "Bond") of the City of Modesto, California, a charter city and municipal corporation existing under the laws of the State of California (the "City"), (ii) the Bond Purchase Agreement, dated as of October 30, 2015 (the "Bond Purchase Agreement"), among the City of Modesto, California (the "City"), Capital One Public Funding, LLC (the "Purchaser"), and The Bank of New York Mellon Trust Company, N.A., as paying agent (the "Paying Agent"), (iii) the Wastewater Revenue Bond Indenture, dated as of April 1, 2005 (the "Master Indenture"), between the City and The Bank of New York Trust Company, N.A., successor trustee (the "Trustee") to U.S. Bank National Association, as supplemented by a First Supplemental Indenture, dated as of April 1, 2005 (the "First Supplemental Indenture"), a Second Supplemental Indenture, dated as of April 1, 2005 (the "Second Supplemental Indenture"), and a Third Supplemental Indenture, dated as of December 1, 2006 (the "Third Supplemental Indenture," and together with the Master Indenture, the First Supplemental Indenture and the Second Supplemental Indenture, the "Indenture"), each by and between the City and the Trustee, (iv) the Project Finance Agreement, dated as of August 26, 2011, as amended on October 4, 2011 and May 11, 2012 (the "Project Finance Agreement"), by and between by and between the State Water Resources Control Board, an administrative and regulatory agency of the State of California and the City; (v) the Tax Certificate and Agreement executed and delivered by the City in connection with the issuance of the Series 2015 Bond (the "Tax Agreement"), (vi) resolutions of the City, and (vii) such other documents, certificates, opinions and matters of law as we have deemed necessary to enable us to render the opinions

expressed herein. As to questions of fact material to this opinion, we have relied upon such certificates and documents without undertaking to verify the same by independent investigation. All capitalized terms used but not defined herein have the meanings ascribed to them in the Bond Purchase Agreement.

The Series 2015 Bond is issued under and pursuant to Section 200 of the Charter of the City of Modesto and the City of Modesto Wastewater Treatment Facilities Revenue Bond Law, constituting Chapter 6 of Title VIII of the Modesto Municipal Code (the "Bond Law"). The Series 2015 Bond is issued to provide funds to finance the 2015 Projects, to current refund all of the City of Modesto, California Wastewater Revenue Refunding Bonds, Series 2005A and a portion of the City of Modesto, California Wastewater Revenue Refunding Bonds, Series 2006A.

We are of the opinion that, under existing law:

1. The Bond Purchase Agreement has been duly and lawfully authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Purchaser, is in full force and effect in accordance with its terms and is valid and binding upon the City and enforceable in accordance with its terms, and no other authorization for the Bond Purchase Agreement is required. The Bond Purchase Agreement creates the valid pledge which it purports to create of the Net Revenues for the purposes and on the terms and conditions set forth in the Bond Purchase Agreement.

2. The City is duly authorized and entitled to issue the Series 2015 Bond, and the Series 2015 Bond has been duly and validly authorized and issued by the City in accordance with the Constitution and laws of the State of California (the "State"), including the Charter and the Bond Law, the Indenture and the Project Finance Agreement, and in accordance with the Bond Purchase Agreement. The Series 2015 Bond constitutes the valid and binding special, limited obligation of the City as provided in the Bond Purchase Agreement, is enforceable in accordance with its terms and the terms of the Bond Purchase Agreement and is entitled to the benefits of the Bond Law and the Bond Purchase Agreement.

3. The Series 2015 Bond is not a debt, a liability or an obligation of the City, the State, or any subdivision of the State, and none of the City, the State, nor any other subdivision thereof shall be liable thereon, nor in any event shall the Series 2015 Bond be payable out of any funds or properties of the City other than the Net Revenues. None of the City, said County, said State, or any other public agency or instrumentality of the State, or the City shall be obligated to pay the Series 2015 Bond or the interest thereon except as provided in the Series 2015 Bond, and neither the faith and credit nor the taxing power of the State, the County, the City, any public agency or instrumentality of the State, or any member of the City, is pledged to the payment of the principal of or the interest on the Series 2015 Bond. The City has no taxing power.

4. The Series 1995 Bond constitutes "parity debt" under the Indenture and accordingly is payable from Net Revenues on a parity with Bonds issued under the Indenture and the obligation under the Project Finance Agreement.

5. Assuming continuing compliance by the City with certain covenants in the Bond Purchase Agreement, the Tax Agreement and other documents pertaining to the Series 2015 Bond and requirements of the Internal Revenue Code of 1986, as amended (the "Code"), regarding the use, expenditure and investment of the proceeds of the Series 2015 Bond and the timely payment of certain investment earnings to the United States, interest on the Series 2015 Bond is not includable in gross income for federal income tax purposes. Failure to comply with such covenants and requirements may cause interest on the Series 2015 Bond to be included in federal gross income retroactive to the date of issuance of the Series 2015 Bond.

6. Interest on the Series 2015 Bond is not treated as an item of tax preference in calculating the federal alternative minimum taxable income of individuals and corporations. Interest on the Series 2015 Bond, however, is included as an adjustment in the calculation of federal corporate alternative minimum taxable income and may therefore affect a corporation's alternative minimum tax liability.

7. Interest on the Series 2015 Bond is exempt from personal income taxes imposed by the State of California.

The Code contains other provisions that could result in tax consequences as a result of the ownership of, or receipt of interest on, the Series 2015 Bond, as to which we express no opinion. Further, certain requirements and procedures contained or referred to in the Bond Purchase Agreement, the Indenture, the Tax Agreement or other documents pertaining to the Series 2015 Bond may be changed, and certain actions may be taken or not taken, under the circumstances and subject to the terms and conditions set forth in such documents with the approval of counsel nationally recognized in the area of state and local obligations. No opinion is expressed herein as to the effect on the exclusion from gross income of interest on the Series 2015 Bond for federal income tax purposes of any change to the aforementioned requirements and procedures or of any action taken or not taken after the date of this opinion without our approval. Other than as described herein, we have not addressed and we are not opining on the tax consequences to any person of the investment in, or the accrual of or receipt of interest on, the Series 2015 Bond.

With respect to the opinions expressed herein, the rights of the owners of the Series 2015 Bond and the enforceability thereof are subject to bankruptcy, insolvency, reorganization, arrangement, moratorium and other laws affecting the enforcement of creditors' rights, to the application of equitable principles (regardless of whether such enforceability is considered in equity or at law), to the exercise of judicial discretion in appropriate cases, and to the limitations on legal remedies against charter cities in the State of California. We express no opinion with respect to any indemnification, contribution, penalty, choice of law, choice of forum or waiver provisions contained in the foregoing documents. We do not express any opinion with respect to the quality of title to, or interests in, any of the real or personal property described in or subject to the lien of the Indenture or with respect to the accuracy or sufficiency of the description of any such property contained therein and in the Bond Purchase Agreement.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions. Such opinions may be adversely affected by actions taken or events occurring, including a change in law, regulation or ruling (or in the application or official interpretation of any law, regulation or ruling) after the date hereof. We have not undertaken to determine, or to inform any person, whether such actions are taken or such events occur, and we have no obligation to update this opinion in light of any such actions or events.

Respectfully submitted,

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-412

RESOLUTION APPROVING THE 2016 CITY COUNCIL MEETING AND COUNCIL STANDING COMMITEE MEETING CALENDARS

BE IT HEREBY RESOLVED by the Council of the City of Modesto that the 2016 City Council Meeting Calendar, attached hereto as **Exhibit "A,"** and the 2016 Council Standing Committee Meeting Calendar **Exhibit "B,"** are hereby approved.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of November, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

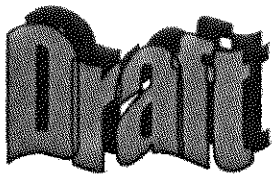
ATTEST: _____
STEPHANIE LOPEZ, City Clerk

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Exhibit A

City Council Calendar
2016



January 2016

05th	CANCELLED*
12th	Council Meeting (regular)
19th	NO MEETING
19th	NO MEETING
26th	Council Meeting (regular)

February 2016

02nd	Council Meeting (regular)
09th	Council Meeting (regular)
16th	NO MEETING
23rd	Council Meeting (regular)

March 2016

01st	Council Meeting (regular)
08th	Council Meeting (regular)
15th	NO MEETING
22nd	Council Meeting (regular)

April 2016

05th	Council Meeting (regular)
12th	Council Meeting (regular)
19th	NO MEETING
26th	Council Meeting (regular)

May 2016

03rd	Council Meeting (regular)
10th	Council Meeting (regular)
17th	NO MEETING
24th	Council Meeting (regular)

June 2016

07th	Council Meeting (regular)
14th	Council Meeting (regular)
21st	NO MEETING
28th	Council Meeting (regular)

July 2016

05th	Council Meeting (regular)
12th	Council Meeting (regular)
19th	NO MEETING
26th	NO MEETING

August 2016

03rd	Council Meeting (special)**
09th	Council Meeting (regular)
16th	NO MEETING
23rd	NO MEETING
30th	NO MEETING – 5th Tuesday

September 2016

06th	Council Meeting (regular)
13th	Council Meeting (regular)
20th	NO MEETING
27th	Council Meeting (regular)

October 2016

04th	Council Meeting (regular)
11th	Council Meeting (regular)
18th	NO MEETING
25th	Council Meeting (regular)

November 2016

01st	Council Meeting (regular)
08th	Council Meeting (regular)
15th	NO MEETING
22nd	Council Meeting (regular)
29th	NO MEETING – 5th Tuesday

December 2016

06th	Council Meeting (regular)
13th	Council Meeting (regular)
20th	CANCELLED per MMC 2-1.01
27th	CANCELLED per MMC 2-1.01

*January 5th due to Winter Break
**August 3rd Wednesday Meeting due to National Night Out on August 2nd

Exhibit B

City of Modesto Council and Standing Committees Calendar

2016

JANUARY

M	T	W	T	F	S	S
				H	2	3
4	5	6	7	8	9	10
	12	13	14	15	16	17
H	19	20	21	22	23	24
	26	27	28	29	30	31

FEBRUARY

M	T	W	T	F	S	S
	2	3	4	5	6	7
8	9	10	11	12	13	14
H	16	17	18	19	20	21
	23	24	25	26	27	28
29						

MARCH

M	T	W	T	F	S	S
	1	2	3	4	5	6
	8	9	10	11	12	13
14	15	16	17	18	19	20
	22	23	24	25	26	27
28	29	30	31			

APRIL

M	T	W	T	F	S	S
				1	2	3
	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
	26	27	28	29	30	

MAY

M	T	W	T	F	S	S
						1
	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
	24	25	26	27	28	29
H	31					

JUNE

M	T	W	T	F	S	S
		1	2	3	4	5
	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
	28	29	30			

JULY

M	T	W	T	F	S	S
				1	2	3
H	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST

M	T	W	T	F	S	S
	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
	23	24	25	26	27	28
29	30	31				

SEPTEMBER

M	T	W	T	F	S	S
			1	2	3	4
H	6		8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
	27	28	29	30		

OCTOBER

M	T	W	T	F	S	S
					1	2
	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
	25	26	27	28	29	30
31						

NOVEMBER

M	T	W	T	F	S	S
	1	2	3	4	5	6
	8	9	10	H	12	13
14	15	16	17	18	19	20
	22	23	H	H	26	27
28	29	30				

DECEMBER

M	T	W	T	F	S	S
			1	2	3	4
	6	7	8	9	10	11
12	13		15	16	17	18
19	20	21	22	23	24	25
H	27	28	29	30	31	

Council
Healthy Economy Committee
Appointments & Audit Committees - **As needed**

Great Safe Neighborhoods Committee
Effective Government Committee
**Meeting dates are subject to change at the request of Council*

Calendar maintained by the City Clerk's Office 10/28/2015

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-413

RESOLUTION REAFFIRMING THE COMMITMENT OF THE CITY OF MODESTO TO SUPPORT THE CONTINUED OPERATION AND MAINTENANCE OF THE TUOLUMNE RIVER REGIONAL PARK, INCLUDING THE GATEWAY PARCEL FOR A PERIOD OF AT LEAST 25 YEARS

WHEREAS, in 2012 the City of Modesto was awarded a $2,200,000 grant from the State of California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84), and

WHEREAS, a special provision of the grant is to provide evidence satisfactory to the State that the project will be operated and maintained as public open space for a minimum of 25 years, and

WHEREAS, the Tuolumne River Regional Park (TRRP) is operated under a Joint Powers Agreement (JPA) comprised of the County of Stanislaus, the City of Modesto and the City of Ceres, and

WHEREAS, the intent of the JPA is to operate and maintain TRRP, including the area of the Gateway Parcel, as a public access facility for use by citizens of Stanislaus County and the general public, and

WHEREAS, in the unlikely event that the JPA desires to dissolve, the area known as the Gateway Parcel will revert back to the City of Modesto to be cared for in a manner consistent with the rest of TRRP, and

WHEREAS, in order to receive the funding from the State of California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84), the City of Modesto must reaffirm its commitment to

continue to maintain TRRP, and the Gateway Parcel, as public open space for a period of no less than 25 years from the date of the grant agreement or issuance of funds, whichever provides for the later date.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby reaffirms the commitment of the City of Modesto to support the continued operation and maintenance of TRRP, including the Gateway Parcel, should the TRRP JPA dissolve, as a public access facility for use by the citizens of Stanislaus County and the general public for a period of time ending no later than 25 years from the date of the grant agreement or issuance of grant funds, whichever provides for the later date and authorizes the City Manager, or his designee, to execute all documents relating to this grant.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of November, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____

ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-414

RESOLUTION AUTHORIZING THE AWARD OF A SOLE SOURCE PURCHASE OF ONE 2016 ROADSAVER RS3G SLURRY/MICROSURFACING TRUCK TO RAYNER EQUIPMENT SYSTEMS, SACRAMENTO, CA FOR AN ESTIMATED TOTAL COST OF $430,226, AND AUTHORIZING THE PURCHASING MANAGER OR HIS DESIGNEE TO ISSUE THE PURCHASING ORDER

WHEREAS, this vehicle is for a new program for slurry coating streets to extend and maintain their life. On June 2, 2015, Council approved Resolution No. 2015-182, Enhancement Title, for the purchase of one slurry truck. The purchase of the slurry truck is the first major step to start this new program, and

WHEREAS, the RoadSaver RS3G slurry/microsurfacing truck provided by Rayner Equipment Systems, is the only single engine unit available. This single engine unit is important to the City because of current San Joaquin Valley Air Pollution Control District Regulation Assembly Bill AB32. The City needs to plan purchases to comply with Assembly Bill AB32 reduction of greenhouse gases, and

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for new vehicles and heavy equipment, through various competitive processes, with the Purchasing Division coming back to Council for award authorization, and

WHEREAS, there are no local vendors able to provide this type of equipment, and

WHEREAS, sufficient funds are budgeted in Fiscal Year 2015-16, in appropriation unit 1700-53130-57003 (Surface Transportation Fund), and

WHEREAS, Modesto Municipal Code (MMC) Section 8-3.203 generally requires all purchases, which meet or exceed $50,000.00 for material, equipment or contractual

services to be formally bid. However, there are exceptions to the rule set forth in the Modesto Municipal Code. One exception, MMC Section 8-3.204(d), is available where the Purchasing Manager, in his discretion, determines that a process other than the usual formal bid procedure set forth in MMC Section 8-3.203 will result in procurement for the City at the lowest possible cost commensurate with the desired quality. Acting within his discretion, the Purchasing Manager invoked that exception for this purchase due to the cost savings of staff time and the limited number of competitors. The purchase of one 2016 RoadSaver RS3G slurry/microsurfacing truck to Rayner Equipment Systems, Sacramento, CA, will conform to MMC Section 8-3.204(d).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of a sole source purchase of one 2016 RoadSaver RS3G slurry/microsurfacing truck to Rayner Equipment Systems, Sacramento, CA, for an estimated total cost of $430,226;

BE IT FURTHER RESOLVED that the Purchasing Manager or his designee is authorized to issue the purchase order

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of November, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-415

RESOLUTION APPROVING HELEN WHITE TRAIL NEIGHBORHOOD ENVIRONMENTAL ACTION TEAM (N.E.A.T) AGREEMENT

WHEREAS, the City of Modesto has made it a priority to develop Great, Safe Neighborhoods, and

WHEREAS, the West Modesto King Kennedy Collaborative wishes to provide cleanup services along the Helen White Memorial Trail, and

WHEREAS, the City of Modesto has made opportunities available for Corporations, Service Clubs, Non Profits, and Citizens to contribute to and adopt parks in Modesto through its Neighborhood Environmental Action Team (N.E.A.T) Program,

WHEREAS, the Helen White Trail has been determined by the City Council as an appropriate site for a N.E.A.T Agreement, and

WHEREAS, the West Modesto King Kennedy Collaborative wishes to contribute to and adopt the Helen White Trail through the N.E.A.T. Program under the supervision of the City.

THEREFORE, LET IT BE RESOLVED, by the Council of the City of Modesto that it hereby approves the Helen White Trail Neighborhood Environmental Action Team (N.E.A.T.) Agreement.

The foregoing resolution was introduced at a regular meeting of the council of the City of Modesto on the 4th day of November, 2015 by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015 - 416

RESOLUTION AUTHORIZING THE FINANCE DIRECTOR, OR HER DESIGNEE, TO AMEND THE FISCAL YEAR 2015/2016 CAPITAL IMPROVEMENT BUDGET TO CREATE A NEW CAPITAL PROJECT FOR THE P-25 RADIO TOWER CONSTRUCTION AT MODESTO FIRE STATION 6, AND IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

WHEREAS, the City of Modesto and the Modesto Police Department are committed to the development of a radio communications network that provides the best level of service in support of our citizens and community, and

WHEREAS, the City of Modesto currently has two radio towers and an additional tower is needed to cover the gap of coverage in northwest Modesto, and

WHEREAS, this tower will link our most populated cities along the Highway 99 corridor and primarily enhance law enforcement response, and

WHEREAS, the overall regional communications between public safety agencies in the City of Modesto and Stanislaus County are dangerously inadequate and with the FCC mandated narrow banding requirements radio coverage is significantly reduced, and

WHEREAS, major components of the current system are over 25 years old and do not adequately meet the needs of the public safety agencies in the county, and

WHEREAS, interoperable coverage throughout the county continues to be sporadic and aging equipment needs to be replaced to improve day-to-day operability, and

WHEREAS, public safety agencies are hindered in their response to dangerous incidents by the lack of a dependable county-wide interoperable radio communications system, and

WHEREAS, this funding will allow the final construction of the P-25 Radio Tower at Modesto Fire Station 6 to complete the P-25 Interoperability project, which is a necessary component to allow the Police Department to move forward with transitioning to the 800 megahertz radios.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2015/2016 Capital Improvement Budget to create a new Capital Project for the P-25 Radio Tower Construction at Modesto Fire Station 6.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to take the necessary steps to implement the provisions of this resolution.

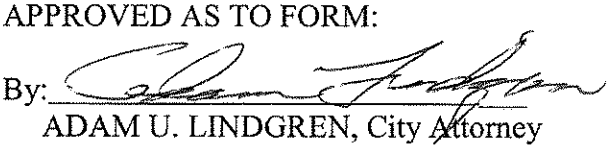
The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of November, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: 

ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015 - 417

RESOLUTION AUTHORIZING THE FINANCE DIRECTOR, OR HER DESIGNEE, TO AMEND THE FISCAL YEAR 2015/2016 OPERATING BUDGET TO REDUCE THE POLICE DEPARTMENT BUDGET IN THE GENERAL FUND IN THE AMOUNT OF $300,000 AND TO ESTABLISH A TRANSFER FROM THE GENERAL FUND (0100-70100-73120) TO THE SPECIAL FUND FOR CAPITAL OUTLAY (FUND 3120) IN THE AMOUNT OF $300,000 TO FUND THE P-25 RADIO TOWER CONSTRUCTION AT MODESTO FIRE STATION 6, AND IMPLEMENT THE PROVISIONS OF THIS RESOLUTION

WHEREAS, the City of Modesto and the Modesto Police Department are committed to the development of a radio communications network that provides the best level of service in support of our citizens and community, and

WHEREAS, the City of Modesto currently has two radio towers and an additional tower is needed to cover the gap of coverage in northwest Modesto, and

WHEREAS, this tower will link our most populated cities along the Highway 99 corridor and primarily enhance law enforcement response, and

WHEREAS, the overall regional communications between public safety agencies in the City of Modesto and Stanislaus County are dangerously inadequate and with the FCC mandated narrow banding requirements radio coverage is significantly reduced, and

WHEREAS, major components of the current system are over 25 years old and do not adequately meet the needs of the public safety agencies in the county, and

WHEREAS, interoperable coverage throughout the county continues to be sporadic and aging equipment needs to be replaced to improve day-to-day operability, and

WHEREAS, public safety agencies are hindered in their response to dangerous incidents by the lack of a dependable county-wide interoperable radio communications system, and

WHEREAS, this funding will allow the final construction of the P-25 Radio Tower at Modesto Fire Station 6 to complete the P-25 Interoperability project, which is a necessary component to allow the Police Department to move forward with transitioning to the 800 megahertz radios.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2015/2016 Operating Budget to reduce the Police Department Budget in the General Fund in the amount of $300,000 and to establish a transfer from the General Fund (0100-70100-73120) to the Special Fund for Capital Outlay (Fund 3120) in the amount of $300,000 to fund the P-25 Radio Tower Construction at Modesto Fire Station 6, and implement the provisions of this resolution.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to take the necessary steps to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of November, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015 - 418

RESOLUTION AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED $300,000 TO TAIT NORTH AMERICA, INC. FOR CONSTRUCTION RELATED EXPENSES WITH THE CONSTRUCTION AND INSTALLATION OF THE P-25 RADIO TOWER AT MODESTO FIRE STATION 6

WHEREAS, the City of Modesto and the Modesto Police Department are committed to the development of a radio communications network that provides the best level of service in support of our citizens and community, and

WHEREAS, the City of Modesto currently has two radio towers and an additional tower is needed to cover the gap of coverage in northwest Modesto, and

WHEREAS, this tower will link our most populated cities along the Highway 99 corridor and primarily enhance law enforcement response, and

WHEREAS, the overall regional communications between public safety agencies in the City of Modesto and Stanislaus County are dangerously inadequate and with the FCC mandated narrow banding requirements radio coverage is significantly reduced, and

WHEREAS, major components of the current system are over 25 years old and do not adequately meet the needs of the public safety agencies in the county, and

WHEREAS, interoperable coverage throughout the county continues to be sporadic and aging equipment needs to be replaced to improve day-to-day operability, and

WHEREAS, public safety agencies are hindered in their response to dangerous incidents by the lack of a dependable county-wide interoperable radio communications system, and

WHEREAS, this funding will allow the final construction of the P-25 Radio Tower at Modesto Fire Station 6 to complete the P-25 Interoperability project, which is a necessary component to allow the Police Department to move forward with transitioning to the 800 megahertz radios, and

WHEREAS, the last quote from Tait was in April 2015 for $263,790 for $263,790.85 and we are anticipating at least a 5% increase in costs, and

WHEREAS, the Project Contract is held by Stanislaus County, and

WHEREAS, the Tait contract will be amended through the Stanislaus County General Services Agent (Contract #29044) in a Board Action set for November 3, 2015.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the Purchasing Manager, or his designee, to issue a purchase order in an amount not to exceed $300,000 to Tait North America, Inc. for construction related expenses with the construction and installation of the P-25 Radio Tower at Mdoesto Fire Station 6.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of November, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-419

RESOLUTION AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SIGN AND FILE A FINANCIAL ASSISTANCE APPLICATION AND ALL NECESSARY DOCUMENTS RELATED TO A FINANCING AGREEMENT WITH THE STATE WATER RESOURCES CONTROL BOARD FOR THE NORTH VALLEY REGIONAL RECYCLED WATER PROGRAM

WHEREAS, the City of Modesto has the authority to construct, operate, and maintain the City of Modesto Wastewater Collection and Treatment System, and

WHEREAS, the City of Modesto desires to address water quality problems and to prevent pollution of the waters of the State, and

WHEREAS, City is applying for a Clean Water Resolving Fund (CWSRF) loan as the lead agency on behalf of the North Valley Regional Recycled Water Program to finance the construction of the facilities required to deliver recycled water to the Delta Mendota Canal, and

WHEREAS, loan application requires the adoption of an authorizing resolution designating the City Manager, or his designee, to sign and file a financial assistance application and all necessary documents related to a financing agreement with the State.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes and directs the City Manager, or his designee, to sign and file, for and on behalf of the City of Modesto, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the North Valley Regional Recycled Water Program.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it agrees and authorizes the City Manager, or his designee, to provide the assurances, certifications, and commitments required for the financial assistance application on

behalf of the City, including certifying that the City of Modesto has and will comply with all applicable state and federal statutory and regulatory requirements related to any financing or financial assistance received from the State Water Resources Control Board.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to negotiate and execute a financial assistance agreement from the State Water Resources Control Board and any amendments or change orders thereto, and certify financing agreement disbursements on behalf of the City.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of November 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-420

RESOLUTION HEREBY DEDICATING SEWER SERVICE CHARGES TO PAYMENT OF ANY AND ALL CLEAN WATER STATE REVOLVING FUND FINANCING FOR THE NORTH VALLEY REGIONAL RECYCLED WATER PROGRAM

WHEREAS, the City of Modesto has the authority to construct, operate, and maintain the City of Modesto Wastewater Collection and Treatment System, and

WHEREAS, the City of Modesto desires to address water quality problems and to prevent pollution of the waters of the State, and

WHEREAS, the City is applying for a Clean Water State Revolving Fund (CWSRF) loan as the lead agency on behalf of North Valley Regional Recycled Water Program (NVRRWP) to finance the construction of the facilities required to deliver recycled water to the Delta-Mendota Canal, and

WHEREAS, the CWSRF requires agencies applying for a loan to adopt a resolution pledging revenue and funds throughout the term of the financing and until the agency has satisfied its repayment obligation, and

WHEREAS, the City is pledging revenue from sewer service charges as part of its CWSRF loan application. The Del Puerto Water District will reimburse the City's Wastewater Fund for all sewer service charges required for the CWSRF debt service payments.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby dedicates and pledges sewer service charges to be used for payment of any and all Clean Water State Revolving Fund Financing.

The City commits to collecting such revenues and maintaining such funds throughout the term of such financing until the City has satisfied its repayment obligation thereunder unless modification or change of such dedication is approved in writing by the State Water Resources Control Board. So long as the financing agreement is outstanding, the City's pledge hereunder shall constitute a lien in favor of the State Water Resources Control Board on the foregoing funds and revenues without any further action necessary. So long as the financing agreements are outstanding, the City commits to maintaining the funds and revenues at levels sufficient to meet its obligations under the financing agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of November 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-421

RESOLUTION HEREBY STATING A FINANCE AMOUNT TO BE PROVIDED BY THE STATE WATER RESOURCES CONTROL BOARD AND STATING THE CITY OF MODESTO INTENDS TO REIMBURSE THE STATE OF CALIFORNIA FOR BORROWED FUNDS

WHEREAS, the City of Modesto ("City") has the authority to construct, operate, and maintain the City of Modesto Wastewater Collection and Treatment System, and

WHEREAS, the City desires to address water quality problems and to prevent pollution of the waters of the State, and

WHEREAS, the City desires to finance the costs of constructing and/or reconstructing certain public facilities and improvements relating to its wastewater system, including certain treatment facilities, pipelines and other infrastructure (the "Project"), and

WHEREAS, the City intends to finance the construction and/or reconstruction of the Project or portions of the Project with moneys ("Project Funds") provided by the State of California, acting by and through the State Water Resources Control Board (State Water Board), and

WHEREAS, the State Water Board may fund the Project Funds with proceeds from the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (the "Obligations"), and

WHEREAS, prior to either the issuance of the Obligations or the approval by the State Water Board of the Project Funds the City desires to incur certain capital expenditures (the "Expenditures") with respect to the Project from available moneys of the City, and

WHEREAS, the City has determined that those moneys to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the City for the Expenditures from the proceeds of the Obligations,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto as follows:

SECTION 1. The City hereby states its intention and reasonably expects to Reimburse Expenditures paid prior to the issuance of the Obligations or the approval by the State Water Board of the Project Funds.

SECTION 2. The reasonably expected maximum principal amount of the Project Funds is $100,000,000.

SECTION 3. This resolution is being adopted no later than 60 days after the date on which the City will expend moneys for the portion of the Project costs to be reimbursed with Project Funds.

SECTION 4. Each City Expenditure will be of a type properly chargeable to a capital account under general federal income tax principles.

SECTION 5. To the best of our knowledge, the City is not aware of the previous adoption of official intents by the City that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

SECTION 6. This resolution is adopted as official intent of the City in order to comply with Treasury Regulation §1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Project costs.

SECTION 7. All the recitals in this Resolution are true and correct and this City so finds, determines and represents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of November 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-422

RESOLUTION APPROVING AN AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR DESIGN-BUILD OWNER ADVISOR SERVICES FOR THE NORTH VALLEY REGIONAL RECYCLED WATER PROGRAM, IN AN AMOUNT NOT TO EXCEED $2,791,168 FOR THE IDENTIFIED SCOPE OF SERVICES, PLUS $139,558 FOR ADDITIONAL SERVICES (IF NEEDED), FOR A MAXIMUM TOTAL AMOUNT OF $2,930,726, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the North Valley Regional Recycled Water Program (NVRRWP) is the planned construction of a regional water supply project that will deliver recycled water produced by the cities of Modesto and Turlock to the Delta-Mendota Canal (DMC), a feature of the Central Valley Project owned by U.S. Bureau of Reclamation, and

WHEREAS, recycled water will be conveyed from Modesto and Turlock through pipelines from their wastewater treatment facilities, crossing under the San Joaquin River, ending at the DMC, and

WHEREAS, water in the DMC would then be conveyed directly to Del Puerto Water District (DPWD) turnouts and thus to its customers, and

WHEREAS, in order to achieve an anticipated project completion by the end of 2017, the City will need to expedite the project delivery (design and construction), and

WHEREAS, staff is recommending pursuing a Design-Build (D-B) approach, which expedites the design and construction process by compiling the design and construction services under a single entity, and

WHEREAS, this methodology should minimize risks and reduce the project delivery schedule, and

WHEREAS, City staff does not have the expertise nor staff level to initiate the D-B process, and

WHEREAS, other municipalities have employed an "Owner Advisor" (OA), typically an engineering consulting firm that has D-B experience, to facilitate the procurement of a D-B team, and

WHEREAS, staff is recommending this approach to the Project, and

WHEREAS, on July 7, 2015, by Resolution No. 2015-240, the City Council authorized City staff to initiate the Design-Build process for the Project, and

WHEREAS, considering the technical complexity, required state and federal permitting, and accelerated schedule of this project, in addition to current staff workload and lack of expertise, City staff is recommending the use of an engineering consultant to provide OA services to the City throughout the Design-Build process, and

WHEREAS, in accordance with Administrative Directive 3.1, Selection Procedures for Professional Consultants Who Provide Architectural & Engineering Services for Capital Projects, Request for Proposals was issued on July 31, 2015 to eight (8) of the City's Pre-Qualified Water and Wastewater Design consulting firms, and one firm already working on the Project, and

WHEREAS, responses were received from two teams, and

WHEREAS, a selection committee consisting of Modesto's Utilities Department staff and a representative from the City of Turlock evaluated the responses and met on September 24 and 25, 2015 to interview the firms and to discuss the evaluations and review ranking, and

WHEREAS, the committee recommended the team of Carollo Engineers, Inc. (Carollo), in association with RMC Water and Environment, to be the most qualified firm to provide D-B OA services to the City for the Project, and

WHEREAS, Carollo's final negotiated cost is $2,791,168, and

WHEREAS, Carollo's involvement of local sub-consultants accounts for 8% of the total contract amount, and

WHEREAS, the scope of services to be provided under this agreement includes: 1) Project Management and Administration; 2) Develop D-B Procurement strategy, criteria, documentation, and schedule; 3) Develop D-B Qualification and Proposal Documents and review criteria; 4) Predesign geotechnical evaluations and survey; 5) Prepare conceptual and selective preliminary design; and 6) Assist staff to evaluate proposals and negotiate final D-B contract, and

WHEREAS, on October 7, 2014, the City, as lead agency on behalf of the NVRRWP, submitted a Financial Assistance Application for a Clean Water State Revolving Fund (CWSRF) loan to fund the project, and

WHEREAS, all D-B OA (including actual D-B) costs will be reimbursable with the CWSRF loan, and

WHEREAS, debt service for the NVRRWP CWSRF loan will be reimbursed to the City through a water sales agreement between the City and DPWD,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with Carollo Engineers, Inc. for Design-Build Owner Advisor Services for the North Valley Regional Recycled Water Program in an amount not to exceed $2,791,168 for the identified scope of services, plus $139,558 for

additional services (if needed), for a maximum total amount of $2,930,726, and authorizing the City Manager, or his designee, to execute the agreement.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of November 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-423

RESOLUTION AMENDING THE FISCAL YEAR 2015-2016 CAPITAL IMPROVEMENT PROGRAM BUDGET IN THE AMOUNT OF $100,000 TO BE TRANSFERRED INTO THE PROJECT FROM WASTEWATER FUND RESERVES IN ORDER TO FULLY FUND THE AGREEMENT WITH CAROLLO ENGINEERS, INC., WALNUT CREEK, CA, FOR DESIGN-BUILD OWNER ADVISOR SERVICES FOR THE NORTH VALLEY REGIONAL RECYCLED WATER PROGRAM, INCLUDING SUPPORT BY CITY STAFF

WHEREAS, certain budgetary transactions are necessary in the amount of $100,000, in order to fund the Design-Build Owner Advisor Services agreement, including support by City staff for the North Valley Regional Recycled Water Program, and

WHEREAS, the Fiscal Year 2015-2016 Capital Improvement Program Budget must be amended as shown in **Exhibit A**, which is incorporated by reference herein,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the amendment of the Fiscal Year 2015-2016 Capital Improvement Program Budget as shown in **Exhibit A**.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of November 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Exhibit A

Due to the increase of estimated engineering/design/administration costs for the agreement, including support by City staff for CIP Account #100521-"North Valley Regional Recycled Water Program", the project costs need to be increased by $100,000. This would be done by adjusting Engineering/Design/Administration (EDA) in CIP Account #100521-"North Valley Regional Recycled Water Program" by $100,000.

To fund the above account, $100,000 will be transferred from Wastewater Fund Reserves into CIP Project #100521-"North Valley Regional Recycled Water Program" project.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-424

RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT WITH LITT ROAD HOLDINGS, LLC, FOR A 47.37-ACRE PARCEL OF LAND LOCATED AT LITT ROAD, NORTH OF SYLVAN AVENUE (APN 084-003-005), IN THE AMOUNT OF $2,130,000, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS REQUIRED TO CLOSE ESCROW

WHEREAS, the City of Modesto has been in search of a site to locate a parcel of land for use by the Utilities Department for a Water Services Corporation Yard, and

WHEREAS, staff has identified a 47.37-acre parcel located at Litt Road and north of Sylvan Avenue, and

WHEREAS, currently Water Services is located in three separate locations around Modesto, and

WHEREAS, the 47.37-acre site will allow Water Services to consolidate all of its operations into a single location, and

WHEREAS, a consolidation will result in operational and fiscal efficiency, and

WHEREAS, staff has completed the required environmental review for the property, and

WHEREAS, an Agreement is needed for the acquisition of the property.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Purchase Agreement with Litt Road Holdings, LLC, for a 47.37-acre parcel of land located at Litt Road north of Sylvan Avenue (APN 084-003-005), in the amount of $2,130,000 for the Utilities Department Water Services Corporation Yard Project.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Agreement, and all related documents required to close escrow.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of November, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-425

RESOLUTION AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SIGN THE LEASE TERMINATION AGREEMENT WITH LITT ROAD HOLDINGS, LLC AND R DOORNENBAL RANCHES, TERMINATING AN EXISTING TENANT LEASE AND ASSIGNING IT TO THE CITY, IN EXCHANGE FOR A ONE MONTH INDEMNIFICATION BY THE TENANT IN FAVOR OF THE CITY (APN 084-003-005)

WHEREAS, the City of Modesto has agreed to purchase a parcel of land for the Utilities Department for a Water Services Corporation Yard, and

WHEREAS, the parcel is a 47.37-acre parcel of land located at Litt Road north of Sylvan Avenue, and

WHEREAS, currently a tenant lease exists for cattle grazing, and

WHEREAS, the tenant lease expires on December 31, 2015, and

WHEREAS, an agreement is required to terminate the lease and transfer it to the City as part of the purchase process, and

WHEREAS, City will refund the tenant's rent for the month of November 2015 in exchange for an indemnity, and

WHEREAS, the current Lessor will refund Lessee's rent for December 2015 in exchange for terminating the lease and transferring it to the City, and

WHEREAS, an Agreement is needed for the Lease Termination.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Lease Termination Agreement with Litt Road Holdings, LLC and R Doornenbal Ranches, located at Litt Road north of Sylvan Avenue (APN 084-003-005), for the Utilities Department Water Services Corporation Yard Project.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Agreement, and all related documents required to close escrow.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of November, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-426

RESOLUTION AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SIGN THE CERTIFICATE OF ACCEPTANCE FOR THE GRANT DEED FOR THE ACQUISITION OF REAL PROPERTY LOCATED AT LITT ROAD NORTH OF SYLVAN AVENUE, OWNED BY LITT ROAD HOLDINGS, LLC, (APN 084-003-005) TO BE PURCHASED BY THE CITY OF MODESTO FOR THE UTILITIES DEPARTMENT WATER SERVICES CORPORATION YARD

WHEREAS, Section 27281 of the Government Code requires a public agency to accept real property prior to the recordation of a deed or adopt a resolution accepting real property, and

WHEREAS, the City of Modesto desires to accept a parcel of land totaling 47.37 acres, located at Litt Road north of Sylvan Avenue, owned by Litt Road Holdings, LLC, (APN 084-003-005), to be conveyed to the City of Modesto,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the City Manager, or his designee, is hereby authorized to sign the Certificate of Acceptance for the Grant Deed for the acquisition of real property located at Litt Road north of Sylvan Avenue, owned by Litt Road Holdings, LLC, (APN 084-003-005) to be purchased by the City of Modesto.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of November, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-427

RESOLUTION FINDING THAT THE FOLLOWING SUBSEQUENT PROJECT IS WITHIN THE SCOPE OF THE PROJECT COVERED BY THE MODESTO URBAN AREA GENERAL PLAN MASTER ENVIRONMENTAL IMPACT REPORT (SCH NO. 2007072023): PROPOSED ACQUISITION OF 47.37 ACRES AND THE DEVELOPMENT OF A WATER CORPORATION YARD LOCATED ON THE EAST SIDE OF LITT ROAD APPROXIMATELY 0.5 MILE NORTH OF SYLVAN AVENUE, APN 084-003-005 (City of Modesto)

WHEREAS, on October 14, 2008, the City Council of the City of Modesto certified the Final Master Environmental Impact Report ("Master EIR") (SCH No. 2007072023) for the Modesto Urban Area General Plan, and

WHEREAS, City of Modesto has proposed the acquisition of 47.37 acres and the development of a water corporation yard located on the east side of Litt Road approximately 0.5 mile north of Sylvan Avenue (APN 084-003-005), and

WHEREAS, pursuant to Section 21157.1 of the Public Resources Code, the City of Modesto's Utilities Department prepared an Environmental Assessment Initial Study EA/UTL 2015-09 ("Initial Study") which analyzed whether the subsequent project may cause any significant effect on the environment that was not examined in the Master EIR and whether the subsequent project was described in the Master EIR as being within the scope of the report, and

WHEREAS, in accordance with CEQA guidelines beginning on October 12, 2015, the City caused to be published a 20-day notice of the City's intent to make a finding that the subsequent project conforms with the Master EIR, and

WHEREAS, said matter was considered by the City Council on November 4, 2015, at 5:30 p.m., in the Tenth Street Place Chambers located at 1010 Tenth Street, Modesto, California,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Council has reviewed and considered the Initial Study prepared for the proposed water corporation yard land acquisition and development, a copy of which is attached hereto as **Exhibit "A"**, and incorporated herein by reference, and based on substantial evidence in the Initial Study makes the following findings:

1. An Initial Study was prepared by the City of Modesto that analyzed whether the subsequent project may cause any significant effect on the environment that was not examined in the Master EIR and whether the subsequent project was described in the Master EIR as being within the scope of the report.

2. The subsequent project will have no additional significant effect on the environment, as defined in subdivision (d) of Section 21158 of the Public Resources Code, that was not identified in the Master EIR.

3. No new or additional mitigation measures or alternatives are required.

4. The subsequent project is within the scope of the project covered by the Master EIR.

5. All applicable policies, regulations, and mitigation measures identified in the Master EIR have been applied to the subsequent project or otherwise made conditions of approval of the subsequent project.

6. No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified, and no new information, which was not known and could not have been known at the time that the Master EIR was certified as complete, has become available.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that the Utilities Director is hereby authorized and directed to file a notice of approval or determination within five (5) business days with the Stanislaus County Clerk pursuant to Section 21152 of the Public Resources Code.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of November 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT A

Initial Study

EA/UTL 2015-09

Exhibit "A"

City of Modesto

Finding of Conformance to General Plan Master EIR:

Initial Study Environmental Checklist EA UTL No. 2015-09

For the proposed:

Water Corporation Yard

Prepared by:

City of Modesto
Community & Economic Development Department
Planning Division

October 9, 2015

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City of Modesto
Master EIR Initial Study Environmental Checklist

I. PURPOSE

CEQA allows for the limited environmental review of subsequent projects under the City's Master Environmental Impact Report ("Master EIR" or "MEIR"). This Initial Study Environmental Checklist ("Initial Study") is used in determining whether City of Modesto Water Corporation Yard is "within the scope" of the project analyzed in the Modesto Urban Area General Plan Master EIR (SCH# 2007072023) (Public Resources Code section 21157.1). When the Initial Study supports this conclusion, the City will issue a finding of conformance.

A subsequent project is "within the scope" of the Master EIR when:

1. it will have no additional significant effects on the environment that were not addressed as significant effects in the Master EIR; and

2. no new or additional mitigation measures or alternatives are required.

"Additional significant effects" means a project-specific effect that was not addressed as a significant effect in the Master EIR. [Public Resources Code Section 21158(d)]

The determination must be based on substantial evidence in the record. "Substantial evidence" means facts, reasonable assumptions predicated upon facts, or expert opinion based on facts. It does not include speculation or unsubstantiated opinion. (CEQA Guidelines Section 15384)

II. PROJECT DESCRIPTION

A. Title: Water Corporation Yard

B. Address or Location: East side of Litt Road, approximately 0.5 mile north of Sylvan Avenue

C. Applicant: City of Modesto

D. City Contact Person: Tamorah Bryant
Department: Utilities Department
Phone Number: 577 5205
E-mail address: tbryant@modestogov.com

E. Current General Plan Designation(s): Business Park

F. Current Zoning Classification(s): A-2-10

G. Surrounding Land Uses:
North: Agricultural use
South: Agricultural use
East: Agricultural use

West: Agricultural use

H. Project Description, including the project type listed in Section II.C (Anticipated Future Projects) of the Master EIR (Attach additional maps/support materials as needed for complete record):

The proposed project includes the acquisition of 47.37 acres (APN 084-003-005) and the development of a water corporation yard. The corporation yard includes one 30,000 square-foot building that will be used as the office and storage. There will be an additional 1,440 square-foot warehouse building and 4,800 square-foot storage building. The proposed corporation yard will relocate three separate water facilities and combine them into a single location.

The site will have approximately 100 work vehicles and equipment parked on the site. Employees would report to the site and pick work vehicles. This site will also include storage of spoils, asphalt, rock, and sand kept in 8 open concrete 40' by 50' storage bins. Grinding of used asphalt and other materials and subsequent storage of the grounded materials will take place on approximately five acres. Pipe and other materials will be stored on approximately three acres.

I. Other Public Agencies Whose Approval is Required: None

III. FINDINGS/DETERMINATION (SELECT ONE ON THE BASIS OF THE ANALYSIS IN SECTION IV)

1. _X_ **Within the Scope** - The project is within the scope of the Master EIR and no new environmental document or Public Resources Code Section 21081 findings are required. All of the following statements are found to be true:

   A. The subsequent project will have no additional significant effect on the environment, as defined in subdivision (d) of Section 21158 of the Public Resources Code, that was not identified in the Master EIR.

   B. No new or additional mitigation measures or alternatives are required.

   C. The subsequent project is within the scope of the project covered by the Master EIR.

   D. All applicable policies, regulations, and mitigation measures identified in the Master EIR have been applied to the subsequent project or otherwise made conditions of approval of the subsequent project.

   E. No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified, and no new information, which was not known and could not have been known at the time that the Master EIR was certified as complete, has become available.

2. ____ **Mitigated Negative Declaration Required** - On the basis of the above determinations, the project is not within the scope of the Master EIR. A mitigated

negative declaration will be prepared for the project. The following statements are all found to be true:

A. The subsequent project is within the scope of the project covered by the Master EIR.

B. All applicable policies, regulations, and mitigation measures identified in the Master EIR have been applied to the subsequent project or otherwise made conditions of approval of the subsequent project.

C. The project will have one or more potential new significant effects on the environment that were not addressed as significant effects in the Master EIR. New or additional mitigation measures are being required of the project that will reduce the effects to a less-than-significant level.

D. No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified, and no new information, which was not known and could not have been known at the time that the Master EIR was certified as complete, has become available.

3.____ **Focused EIR Required-** On the basis of the above determinations, the project is not within the scope of the Master EIR. A Focused EIR will be prepared for the project. All of the following statements are found to be true:

A. The subsequent project is within the scope of the project covered by the Master EIR.

B. All applicable policies, regulations, and mitigation measures identified in the Master EIR have been applied to the subsequent project or otherwise made conditions of approval of the subsequent project.

C. The project will have one or more new significant effects on the environment that were not addressed as significant effects in the Master EIR. New or additional mitigation measures or alternatives are required as a result.

D. No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified, and no new information, which was not known and could not have been known at the time that the Master EIR was certified as complete, has become available.

Project Manager	Title	Date

4. Within the Scope Analysis of this Document:

The Master EIR allows projects to be found within the scope of the MEIR if certain criteria are met. If the following statements are found to be true for all 21 impact categories included in this Initial Study, then the proposed project is addressed by the MEIR analysis and is within the scope of the MEIR. Any "No" response must be discussed.

		YES	NO
(1)	The lead agency for subsequent projects shall be the City of Modesto or a responsible agency identified in the Master EIR.	☒	☐
(2)	City policies which reduce, avoid, or mitigate environmental effects will continue to be in effect and, therefore, would be applied to subsequent projects where appropriate. The policies are described in the list of policies in place and mitigation measures attached to the Initial Study template. Project impacts would be mitigated to a less-than-significant level using MEIR mitigations only.	☒	☐
(3)	Federal, State, regional, and Stanislaus County regulations do not change in a manner that is less restrictive on development than current law (i.e., would not offer the same level of protection assumed under the Master EIR).	☒	☐
(4)	No specific information concerning the known or potential presence of significant resources is identified in future reports, or through formal or informal input received from responsible or trustee agencies or other qualified sources.	☒	☐
(5)	The development will occur within the boundaries of the City's planning area as established in this Urban Area General Plan.	☒	☐
(6)	Development within the project will comply with all appropriate mitigation measures contained and enumerated in the 2008 General Plan Master EIR.	☒	☐

5. Currency of the Master EIR Document

The MEIR should be reviewed on a regular basis to determine its currency, and whether additional analysis/mitigation should be incorporated into the MEIR via a Supplemental or Subsequent EIR (CEQA Section 21157.6). Staff has reviewed Sections 1 through 21 of this document in light of the criteria listed below to determine whether the MEIR is current. The analysis contained within the Master EIR is current as long as the following circumstances have not changed. Any "no" response must be explained.

		YES	**NO**
(1)	Certification of the General Plan Master EIR occurred less than five years prior to the filing of the application for this subsequent project.	☐	☒
(2)	This project is described in the Master EIR and its approval will not affect the adequacy of the Master EIR for any subsequent project because the City can make the following findings:	☒	☐
(a)	No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified.	☒	☐
(b)	No new information, which was not known and could not have been known at the time	☒	☐

	the Master EIR was certified as complete, has become available.		
(c)	Policies remain in effect which require site-specific mitigation, and avoidance or other mitigation of impacts as a prerequisite to future development.	☒	☐

Discussion:

(1) The General Plan Master EIR was certified on October 14, 2008, so more than five years has passed since the MEIR was certified. However, the analysis contained in the MEIR is still adequate for subsequent projects, as documented in the discussion below.

(2) The project is consistent with the analysis contained in the MEIR. This is documented in the discussion of the individual issue areas of this initial study.

(2)(a) There have been no substantive changes to the General Plan since the MEIR was certified that would create additional significant environmental effects that were not analyzed by the MEIR.

(2)(b) There has been no new information that would affect the adequacy of the analysis contained in the MEIR.

(2)(c) All policies contained in the MEIR that require site-specific mitigation or avoidance of impacts remain in effect and will be applied to the project as appropriate.

IV. ENVIRONMENTAL ANALYSIS

This Initial Study, in accordance with Section 21157.1(b) of the Public Resources Code, discloses whether the proposed project may cause any project-specific significant effect on the environment that was not examined in the Final Master EIR (MEIR) for the General Plan and whether new or additional mitigation measures or alternatives may be required as a result. The Initial Study thereby documents whether or not the project is "within the scope" of the Master EIR.

Pursuant to Public Resources Code Section 21157.1, no new environmental document or findings are necessary for projects that are determined to be within the scope of the MEIR. Adoption of the findings specified in Section III.1, above after completion of the Initial Study fulfills the City's obligation in that situation.

All environmental effects cited reflect 2025 conditions resulting from the Urban Area General Plan, as identified in the Master EIR.

The environmental impact analysis in the Master EIR for the Urban Area General Plan is organized in twenty-one subject areas. The following analysis is based on the impact analyses contained in Chapter V of the Master EIR. For ease of reference, the sections are numbered in the same order as the analyses in Chapter V.

1. TRAFFIC AND CIRCULATION

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable traffic and circulation impacts expected after application of mitigations/policies:

Direct Impacts

Effect: Increased automobile traffic will result in roadway segments (see MEIR on Table V-1-7, pages V-1-28 to V-1-31) operating at LOS D, Modesto's significance threshold for automobile traffic, or lower (LOS E or F).

Effect: The substantial increase in traffic relative to the existing load and capacity of the street system will cause, either individually or cumulatively, the violation of automobile service standards established by StanCOG's Congestion Management Plan for designated roads and highways.

Effect: A substantial increase in automobile vehicle miles traveled and automobile vehicle hours of travel and a decrease in average automobile vehicle speed (see MEIR Table V-1-6, page V-1-28).

Cumulative Impacts

Effect: Potential for growth inducement or acceleration of development resulting from highway and local road projects.

Effect: Substantial increase in traffic in relation to the existing traffic load and capacity of the street system, including a violation, either individually or cumulatively, of an automobile LOS standard established by the Congestion Management Plan for designated roads and highways.

Effect: Increased demand for capacity-enhancing alterations to existing roads or automobile traffic reduction.

Other impact categories affected by Traffic and Circulation are addressed throughout this Initial Study (see also Section 2, Degradation of Air Quality; Section 3, Generation of Noise; Section 7 Loss of Sensitive Wildlife and Plant Habitat; Section 8, Disturbance of Archaeological/Historic Sites; Section 14 Increased Demand for Fire Services; Section 18, Energy; Section 19, Visual Resources; Section 20, Land Use and Planning, and Section 21, Climate Change).

b. Master EIR and/or New Mitigation Measures Applied to the Project

Traffic and Circulation mitigation measures pertinent to this project are found on MEIR pages V-1-9 through V-1-24. All mitigation measures appropriate to the project, including any new measures, will be incorporated into or made conditions of approval of this project and are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

The appropriate mitigation to be applied to this project includes none from the MEIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-1.B of the Master EIR provides analysis of Traffic and Circulation impacts of development of the General Plan, the following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: A subsequent development project will have a new significant effect on the environment if it would exceed the following criteria:

1. TRAFFIC AND CIRCULATION	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
1) The proposed project exceeds traffic generation assumptions in the Master EIR for the site by 100 trips or more and City Engineering and Transportation staff has determined that the project would have additional potentially significant project-specific effects that are not avoided or reduced by the Master EIR's mitigation measures.	☐	☐	☐	☒
2) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?	☐	☐	☐	☒
3) The proposed project would cause additional roadway segments in the General Plan area to exceed LOS D and/or cause additional violations of standards in the Congestion Management Plan, and/or cause an increase in automobile vehicle miles or vehicle hours of travel or a decrease in automobile travel speed, as compared to the impacts disclosed in the Master EIR.	☐	☐	☐	☒
4) The proposed project would cause emergency response times to exceed acceptable standards established by the Fire Department, as compared to impacts disclosed in the Master EIR (see Section 14, Increased Demand for Fire Services).	☐	☐	☐	☒
5) The proposed project would result in less parking than required by the Municipal Code or as determined by staff.	☐	☐	☐	☒
6) The proposed project would conflict with adopted policies, plans, or programs that support alternative transportation, including, but not limited to the Regional Transportation Plan, the Sustainable Communities Strategy,	☐	☐	☐	☒

1. TRAFFIC AND CIRCULATION	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
the Bicycle Action Plan, and so on.				
7) The proposed project would result in an increase in automobile vehicle miles traveled on a per capita basis, in excess of that considered in the Urban Area General Plan MEIR.	☐	☐	☐	☒

Discussion:

(1) 80 of the employees will be field crews and will report and leave the site between 6 am to 7 am and return to the site before leaving for home beginning around 3 pm to 3:30 pm. Most of these trips will not be made during the AM and PM peak hour traffic on the streets. 20 office staff will generate fewer than 20 trips during both AM and PM peak hours. Their traffic impacts on the streets are insignificant.

The proposed Water Corporation Yard site is designated as Business Park (BP) in the General Plan and is estimated to generate approximately 1,200 employees. The proposed Water Corporation Yard will have 100 employees. The traffic impact of the proposed Water Corporation Yard is much less than expected in the current General Plan.

(2) The proposed project would not exceed a level of service standard established by the county congestion management agency (StanCOG).

(3) There are no significant changes in the level of service or the volume-capacity ratio as a result of the project and therefore there are no significant cumulative (long term) traffic impacts.

(4) The proposed project would not impact emergency response time. The street improvements would help improve the response time.

(5) The proposed project would provide parking consistent with the Zoning Ordinance.

(6) The proposed project would not conflict with alternative transportation. The project includes plans to widen Litt Road to two lanes per County standards. At the time that the surrounding area is developed, Litt Road will be improved to City standards including bike lanes and bus stops.

(7) The proposed project would not result in a significant increase in automobile vehicle miles traveled (per capita) in excess of what was considered in the Urban Area General Plan.

2. DEGRADATION OF AIR QUALITY

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable air quality impacts expected after application of mitigations/policies:

Direct Impacts

Effect: Expected automobile traffic will result in increased operational emissions of reactive organic gases (ROG) and oxides of nitrogen (NO_X) (see MEIR Table 2-8, page V-2-26).

Effect: Expected automobile traffic will result in increased emissions of particulate matter 10 microns or less (PM_{10}) and 2.5 microns or less in diameter ($PM_{2.5}$) (see MEIR Table 2-8, page V-2-26).

Effect: Expected automobile traffic will result in increased carbon monoxide (CO) levels in the project area (see MEIR Table 2-7, page V-2-26, and Table 2-8, page V-2-26).

Cumulative Impacts

The Master EIR indicates the same impacts identified as direct impacts above will contribute to regional impacts on air quality for the criteria pollutants ROG, NO_x, PM_{10}, and $PM_{2.5}$.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Air quality mitigation measure(s) pertinent to the proposed project are found on pages V-2-14 through V-2-23 of the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project and are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

The appropriate mitigation to be applied to this project includes AQ-39 through AQ-44, and AQ-46 through AQ-56 from the MEIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-2.B of the Master EIR is the analysis of air quality impacts resulting from development of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project -specific effect not analyzed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

2. DEGRADATION OF AIR QUALITY	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

2. DEGRADATION OF AIR QUALITY	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
1) The proposed project exceeds the project-level emissions thresholds established for CO, ROG, NO_x, PM_{10}, and $PM_{2.5}$ by the San Joaquin Valley Air Pollution Control District (SJVUAPCD) and is not consistent with the development assumptions for the project site, as established in the Urban Area General Plan and Master EIR.	☐	☐	☒	☐
2) The proposed project does not incorporate the best management practices established by the SJVAPCD for CO, ROG, NO_x, PM_{10}, and $PM_{2.5}$.	☐	☐	☒	☐
3) The proposed project does not comply with the air quality policies in the Modesto Urban Area General Plan.	☐	☐	☐	☒
4) The proposed project would expose sensitive receptors to pollutant concentrations in excess of those expected to occur as a result of implementation of the Urban Area General Plan.	☐	☐	☒	☐
5) The proposed project would create objectionable odors affecting a substantial number of people.	☐	☐	☒	☐

Discussion:

(1) Emissions associated with the project would result from construction-related activity, an increase in traffic volumes, and site operation including asphalt grinding. The net increase in emissions generated by these activities and other secondary sources would not exceed the thresholds of significance recommended by the San Joaquin Valley Air Pollution Control District or the development assumptions established in the Master EIR. Mitigation measures AQ-39, AQ-40, and AQ-41 address reduction in emissions of PM-10 and other particulates. Mitigation measures AQ-42, AQ-43, AQ-44, and AQ-46 through AQ-56 address construction activities.

(2) This project would incorporate the best management practices established by the SJVUAPD (see mitigation measures in Section V). In addition, the project is subject to SJVAPCD Rule VIII (Fugitive Dust Rules) and Rule 9510 (Indirect Source Review). Rule VIII identifies control measures for PM10 emissions during the construction phase and the corporation yard operation including the asphalt

grinding activity. Rule 9510 fulfills the SJVAPCD's emission reduction commitments in the PM10 and Ozone Attainment Plans through design features or by payment of applicable off-site mitigation fees.

(3) Applicable air quality policies of the General Plan would be applied to the project.

(4) There are two residential dwellings near the project site. The project is not in itself a significant contributor to air pollution levels. The primary source of air pollution associated with the project would be traffic related and asphalt grinding but would not result in a significant impact. The PM10 emissions created through construction and site activities will be mitigated as called for by the MEIR with the measures listed above.

(5) Construction activities for the project could potentially include the application of architectural coatings and asphalt paving materials that could generate localized temporary odors. The use of diesel-powered equipment could also generate localized temporary odors. Construction and site activities will be mitigated as called for by the MEIR with the mitigation measures listed above.

3. GENERATION OF NOISE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable noise impacts expected after application of mitigations/policies:

Direct Impacts

Effect: Future automobile traffic noise levels and roadway construction and maintenance activities resulting from development of the Urban Area General Plan will exceed the City's noise thresholds at various locations, but particularly in areas adjacent to heavily traveled roadways (see MEIR Table 3-3, page V-3-11, and Table 3-6, pages V-3-19 and V-3-20).

Effect: Expected noise from airport operations and airport construction projects may expose up to 468 dwellings and three churches to noise levels of 65 dB CNEL and up to eight dwellings to noise levels of 70 dB CNEL.

Effect: Expose noise-sensitive land uses to noise from the construction of bicycle and transit projects.

Effect: Expose noise-sensitive land uses to noise from freight and passenger rail operations.

Cumulative Impacts

Effect: Traffic from development in the City of Modesto would, when combined with traffic from new development in the County and other cities, contribute to a cumulative increase in roadside noise levels on major roads and highways throughout Stanislaus County.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Noise policies and mitigation measures pertinent to the project being analyzed in this Initial Study are found on pages V-3-12 through V-3-15 of the Master EIR. All mitigation measures appropriate to the

project will be incorporated into or made conditions of approval of this project and any new measures are listed in Section V, Mitigation Applied to Project.

Discussion:

The appropriate mitigation to be applied to this project includes N-1, N-2, and N-3 from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-3.B of the MEIR discloses noise impacts resulting from development of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project -specific effect not analyzed in the Master EIR.

Significance Criteria: Determination of the proposed project's effects are based on the following thresholds. Project-specific effects will be less than significant unless:

3. GENERATION OF NOISE	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
1) The proposed project will exceed the standards for noise level and hours of operation established by the Modesto noise ordinance.	☐	☐	☒	☐
2) The proposed project will not comply with the noise policies of, or otherwise be inconsistent with, the Modesto Urban Area General Plan.	☐	☐	☐	☒
3) The proposed project will result in an increase in ambient noise levels in the project vicinity above those disclosed in the Master EIR.	☐	☐	☐	☒
4) The proposed project will result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels disclosed in the Master EIR implementation of the Urban Area General Plan.	☐	☐	☐	☒

Discussion:

(1) The project would not generate a significant amount of noise. The asphalt grinder will operate about twice per year for a total time of one to two months. It generates noise levels similar to farm equipment used in the area. The grinder operation will be on the east side of the site at approximately 1,000 feet to the nearest dwelling unit and 800 feet from adjacent properties to the north and south also designated for business park use. The grinder operation will be

subject to the mitigation measures N-1 and N-2 that identifies the City's noise ordinance requirements regarding prohibition of loud raucous noise and hours of operation. Construction activities could potentially cause a temporary increase in noise levels; however, mitigation measure N-3 will be applied to the project, which would mitigate those impacts to a less than significant level.

(2) The project would comply with the noise policies of the General Plan.

(3, 4) Aside from temporary construction-related noise which will be mitigated through the application of mitigation measure N-3, the project would not in itself cause an increase in ambient noise above those disclosed in the General Plan MEIR.

4. EFFECTS ON AGRICULTURAL LANDS

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on agricultural lands expected after application of mitigations/policies:

Direct Impacts

Effect: Between 1995 and 2025, development of the Urban Area General Plan may convert up to approximately 26,000 acres of farmland in various categories in the Planned Urbanizing Area to urban uses.

Effect: Approximately 1,200 acres of urban development along a 28.5-mile boundary 350 feet wide between urban and agricultural uses could be affected by continued agricultural operations, including noise, dust, and chemical overspray or drift.

Cumulative Impacts

Effect: Growth within Modesto's planning area would contribute considerably to the loss of agricultural land within Stanislaus County, accounting for the conversion of as much as approximately 26,000 acres of farmland in various categories in the Planned Urbanizing Area from 1995 to 2025.

b. Master EIR and/or New Mitigation Measures Pertinent to the Project

Agricultural land mitigation measures pertinent to the proposed project are found on pages V-4-6 to and V-4-8 of the Master EIR. All mitigation measures appropriate to the project and any new mitigation to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project.

Discussion:

The appropriate mitigation to be applied to this project includes none from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-4.B of the Master EIR discloses the impacts resulting from the implementation of the Urban Area General Plan on agricultural lands. The following is an analysis of whether the proposed project would result in a new, significant, project -specific effect not previously analyzed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

4. EFFECTS ON AGRICULTURAL LANDS	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
1) The proposed project is inconsistent with the Urban Area General Plan's policies relating to agricultural land.	☐	☐	☐	☒
2) The proposed project will either directly or indirectly result in the development of land outside the 2008 Urban Area General Plan's planning area boundary.	☐	☐	☐	☒
3) The proposed project will conflict with existing zoning for agricultural use, or there is an existing Williamson Act contract on the project site.	☐	☐	☐	☒
4) The proposed project will involve other changes in the existing environment not anticipated in the Master EIR which, due to their location or nature, could result in conversion of farmland to non-agricultural use.	☐	☐	☐	☒

Discussion:

(1, 2) The project site is located within the Urban Area General Plan and is consistent with policies related to agricultural land.

(3) There is no Williamson Act contract on the project site.

(4) This site is designated for Business Park that allows for light industrial use. The proposed corporation yard is consistent with a light industrial use and will not result in the conversion of farmland to non-agricultural use.

5. INCREASED DEMAND FOR LONG-TERM WATER SUPPLIES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on long-term water supplies expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts have been disclosed in the Master EIR.

Cumulative Impacts

Effect: Operational yields of the Modesto and Turlock subbasins, both of which underlie the City of Modesto, are unknown, although the City is participating in a study with the United States Geological Survey in order to quantify the operational yields of both subbasins. Groundwater withdrawals from both basins by the City, when combined with other users' withdrawals, may result in overdrafting both subbasins.

Effect: Despite available options, during drought years, significant water shortages are forecast for the San Joaquin River basin, which includes both the Modesto and Turlock subbasins, by 2020. Modesto would make a cumulatively considerable contribution to the cumulative impact on water supply under drought conditions.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Water supply mitigation measures pertinent to the proposed project are found on pages V-5-6 through V-5-11 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

The appropriate mitigation to be applied to this project includes none from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-5.B of the Master EIR discloses impacts on long-term water supplies resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

5. INCREASED DEMAND FOR LONG-TERM WATER SUPPLIES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
1) The proposed project is inconsistent with	☐	☐	☐	☒

5. INCREASED DEMAND FOR LONG-TERM WATER SUPPLIES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
water supply policies in the Urban Area General Plan.				
2) Water demand for the proposed project will exceed estimates for similar projects or for development on the project site anticipated in the Urban Area General Plan or sufficient water supplies are not otherwise available to serve the project from existing entitlements and resources.	☐	☐	☐	☒
3) The proposed project would deplete groundwater supplies to a greater degree than anticipated in the Urban Area General Plan or would interfere with groundwater recharge.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the water supply policies in the General Plan.

(2) The project will require minimal was usage. There will be a maximum of 100 employees reporting to the site with approximately 80 employees leaving the site to work in the field all day. The water demand for the project will not exceed estimates for similar projects.

(3) The proposed project is consistent with the ground water demands assumed in the General Plan. The project would not have a significant effect on ground water recharge or depletion of long-term water supplies.

6. INCREASED DEMAND FOR SANITARY SEWER SERVICES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on sanitary sewer services after application of mitigations/policies:

Direct Impacts

Effect: Development resulting from implementation of the Urban Area General Plan will require substantial new sewage treatment and disposal capacity, treatment plant improvements, sewer mains and collection lines, and pump stations. The Wastewater Master Plan anticipates the need for these facilities and its EIR evaluates the impact of developing those facilities. Potential impacts include degradation of water quality through erosion and chemical releases; localized flooding; construction noise; exposure of construction workers and the public to hazardous materials; and on the habitat of the elderberry longhorn beetle, burrowing owl, and Swainson's hawk, as well as certain other regulated habitats. All of these impacts are mitigated to a less-than-significant level.

Additional impacts that are not mitigated to a less-than-significant level include loss of farmland cause by construction of the Phase IA tertiary treatment facility at the Jennings Road Secondary Treatment Facility, an increase in pollutant loads from increased wastewater flows to the San Joaquin River, and an increase in noise and criteria air pollutants due to construction activities, including traffic.

Cumulative Impacts

Effect: No additional cumulative impacts were identified in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Sewer service mitigation measures pertinent to the proposed project are found on pages V-6-2 through V-6-7 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

The appropriate mitigation to be applied to this project includes none from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-6.B of the Master EIR discloses impacts on the Increased Demand for Sanitary Sewer Service resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

6. INCREASED DEMAND FOR SANITARY SEWER SERVICES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
1) The proposed project is inconsistent with wastewater policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project will generate sewage flows greater than those anticipated in the Urban Area General Plan for the project site.	☐	☐	☐	☒
3) The proposed project will result in a determination by the wastewater treatment provider which serves or may serve the project that it has inadequate capacity to serve the project's projected demand in addition to the provider's existing commitments.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the wastewater policies in the General Plan. The project site is planned for business park development.

(2) The proposed project will generate minimal sewage flows and would not be greater than those anticipated in the Urban Area General Plan.

(3) There is adequate capacity to serve the project. The proposed corporation yard is combining three separate water services locations in the city into one site. There will be the less sewer flows than assumed in the General Plan.

7. LOSS OF SENSITIVE WILDLIFE AND PLANT HABITAT

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on sensitive wildlife and plant habitat expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant impacts on sensitive wildlife and plan habitat are expected to occur with the application of the policies contained in the Urban Area General Plan.

Cumulative Impacts

Effect: Implementation of the Urban Area General Plan will contribute to the cumulative impact of habitat loss in the San Joaquin Valley. Requiring density development than has occurred in the past or that is expected in the future would minimize the City's contribution to the cumulative loss of habitat. Nonetheless, this is a significant and unavoidable impact.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Wildlife and plant habitat mitigation measures pertinent to the proposed project are found on pages V-7-18 through V-7-24 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

The appropriate mitigation to be applied to this project includes SWPH-13 (j, k) from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-7.B of the Master EIR discloses impacts on the Loss of Sensitive Wildlife and Plant Habitat resulting from implementation of the Urban Area General Plan. The

following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

7. LOSS OF SENSITIVE WILDLIFE AND PLANT HABITAT	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
1) The project is inconsistent with the policies pertaining to the loss of sensitive wildlife and plant habitat contained in the Urban Area General Plan.	☐	☐	☒	☐
2) Consultation with the California Department of Fish and Game or the U.S. Fish and Wildlife Service determines that the project would have a significant effect on a candidate, sensitive, or special status species in excess of the impact disclosed in the Master EIR.	☐	☐	☒	☐
3) The proposed project would have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act through direct removal, filling, hydrological interruption, or other means, in excess of the impact disclosed in the Master EIR.	☐	☐	☐	☒
4) The proposed project would substantially interfere with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.	☐	☐	☐	☒
5) Conflict with local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.	☐	☐	☐	☒
6) The proposed project would conflict with provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan.	☐	☐	☐	☒

Discussion:

(1, 2) The project site is agricultural land within the Planned Urbanized Area that is surrounded by agricultural uses. The project site in planned for development and would be consistent with General Plan policies regarding sensitive plant and

wildlife habitat. The California Department of Fish and Wildlife were consulted in the course of preparing the General Plan MEIR. Mitigation measure SWPH-13 of the Master EIR provides policies for sensitive biological habitats.

(3) The project site is not located within a wetland area and does not qualify as a federally protected wetland per Section 404 of the Clean Water Act.

(4) The project site is not within a biologically sensitive site as defined by Figures V-7-1a through V 7-1e of the MEIR.

(5) The project would not interfere with local policies or ordinances protecting biological resources.

(6) The proposed project would not conflict with any adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan.

8. DISTURBANCE OF ARCHAEOLOGICAL/HISTORICAL SITES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on archaeological/historical sites expected after application of mitigations/policies:

Direct Impacts

Effect: Modification resulting in a substantial adverse change in the significance of a historic resource or the demolition of a listed or eligible historic resource.

Effect: The modification or demolition of a structure more than 50 years in age may be significant.

Effect: Discovery of archaeological resources in areas outside of the riparian corridors, as a result of construction activities.

Effect: Construction in an area of high archaeological sensitivity.

Cumulative Impacts

Effect: No additional cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Archaeological or historic mitigation measures pertinent to the project being analyzed in this Initial Study are found on page V-8-15 through V-8-19 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project:

Discussion:

The appropriate mitigation to be applied to this project includes none from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-8.B of the MEIR discloses impacts on archaeological/historical resources resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project - specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

8. DISTURBANCE OF ARCHAEOLOGICAL/ HISTORICAL SITES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
1) The proposed project is inconsistent with the archaeological/historical resource policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would demolish a building eligible for listing as a historic resource or remove a landmark from the Modesto inventory.	☐	☐	☐	☒
3) The proposed project would modify or demolish a structure more than 50 years in age.	☐	☐	☐	☒
4) The project would adversely affect a cultural resource that is either listed or eligible for listing in the California Register of Historical Resources.	☐	☐	☐	☒
5) Conflict with local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the archeological and historical resource policies in the General Plan.

(2-3) The project site is agricultural land with no structures.

(4) The project would not affect a resource that is listed or eligible for listing in the California Register of Historic Resources.

(5) The project would not conflict with local policies affecting biological resources.

9. INCREASED DEMAND FOR STORM DRAINAGE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on storm drainage expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: The population of Stanislaus County is projected to increase in a fashion similar to that of Modesto, resulting in additional urban development and associated increases in impervious surface area and associated increases in storm water runoff. Cumulative hydrologic impacts of storm water flows from Modesto urban areas and other areas of the County could occur due to the fixed capacity of MID and TID irrigation canals to convey drainage west to the San Joaquin River. If drainage channels in some areas prove insufficient to handle the increased drainage discharges, existing storm water runoff from urban and agricultural areas during large storm events would have to be interrupted until water levels receded to a point allowing the resumption of discharges to the channel. Ceasing discharges to drainage channels could cause inundation in and around the drainage conveyance pipeline systems, surface drainage channels, detention basins, and other urban areas. This cumulative impact is considered significant and unavoidable.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Storm Drainage mitigation measures pertinent to the project being analyzed in this Initial Study are found on pages V-9-4 through V-9-9. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project:

Discussion:

The appropriate mitigation to be applied to this project includes SD-9 from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-9.B of the MEIR discloses impacts on the demand for storm drainage resulting from development of the Urban Area General Plan. The following is an analysis of

whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

9. INCREASED DEMAND FOR STORM DRAINAGE	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
1) The proposed project is inconsistent with the storm drainage policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or offsite, as compared to impacts anticipated to result from the Urban Area General Plan or create substantial unanticipated sources of polluted runoff.	☐	☐	☐	☒
3) The proposed project does not utilize Low Impact Development strategies to reduce runoff from the site and increase infiltration, resulting in no net increase in runoff before and after development.	☐	☐	☐	☒

Discussion:

(1) The proposed project is consistent with the storm drainage policies in the Urban Area General Plan.

(2) The project will contribute additional water runoff but would not generate more runoff than anticipated from the Urban Area General Plan.

(3) The project will utilize low impact strategies and meet the standards contained in the "Guidance Manual for New Development-Storm Water Quality Control Measures." This requirement will be implemented as a condition of project approval.

10. FLOODING AND WATER QUALITY

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on flooding and water quality expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Flooding and Water Quality mitigation measures pertinent to the project being analyzed in this Initial Study are found on pages V-10-6 through V-10-9 of the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project:

Discussion:

The appropriate mitigation to be applied to this project includes FWQ-13 from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-10.B of the Master EIR provides analysis of Flooding and Water Quality impacts of development of the General Plan, the following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not previously analyzed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

10. FLOODING AND WATER QUALITY	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
1) The proposed project is inconsistent with the flooding and water quality policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project does not comply with the regulatory requirements of the federal Clean Water Act or the State Porter-Cologne Act.	☐	☐	☐	☒
3) The proposed project would place more housing within a 100-year flood hazard zone than assumed in the Urban Area General Plan.	☐	☐	☐	☒
4) The proposed project would place structure within a 100-year flood hazard area so that they would impede or redirect floodwater or would substantially alter the existing on-site drainage pattern or a watercourse, in such	☐	☐	☐	☒

10. FLOODING AND WATER QUALITY	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a way as to cause flooding on- or offsite.				
5) The proposed project does not comply with Modesto's Guidance Manual for New Development Storm Water Quality Control Measures.	☐	☐	☐	☒
6) The proposed project would violate water quality standards or waste discharge requirements.	☐	☐	☐	☒
7) The proposed project would substantially alter the existing drainage pattern of the site or area or a watercourse in a manner that would result in substantial erosion or siltation on- or offsite in excess of the assumptions of the Urban Area General Plan.	☐	☐	☐	☒
8) The proposed project would create or contribute runoff, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff, not expected as part of Urban Area General Plan implementation.	☐	☐	☐	☒

Discussion:

(1) The proposed project is consistent with the flooding and water quality policies in the Urban Area General Plan.

(2) The project would comply with the Federal Clean Water Act and the Porter Cologne Act requirements.

(3-4) The project site is not within a 100-year flood hazard zone as established by the Federal Emergency Management Agency (FEMA)

(5) The project will comply with the Guidance Manual for New Development Storm Water Quality Control Measures (MIER Policy SD-11). This will be implemented as a condition of project development.

(6) The project will not violate water quality standards or waste discharge requirements.

(7) The project would not substantially alter the existing drainage pattern of the site, area or a watercourse in a manner that would result in erosion or siltation.

(8) The project will not contribute additional water runoff that would exceed the capacity of the storm drainage system and would not generate additional runoff beyond the expectation of the Urban Area General Plan.

11. INCREASED DEMAND FOR PARKS AND OPEN SPACE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on parks and open space expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Parks and open space mitigation measures pertinent to the proposed project are found on pages V-11-3 through V-11-8 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project:

Discussion:

The appropriate mitigation to be applied to this project includes none from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-11.B of the MEIR discloses impacts of the Urban Area General Plan on parks and open space. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. Project-specific effects will be less than significant unless:

11. INCREASED DEMAND FOR PARKS AND OPEN SPACE	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
1) The proposed project is inconsistent with the parks and open space policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would eliminate parks or open space.	☐	☐	☐	☒
3) The proposed project would cause an increase in the use of existing neighborhood	☐	☐	☐	☒

11. INCREASED DEMAND FOR PARKS AND OPEN SPACE	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
and regional parks or other recreational facilities such that substantial physical deterioration of the facility in question would occur or be accelerated or the proposed project would include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment.				

Discussion:

(1) The project is consistent with the parks and open space policies in the General Plan.

(2) The project would not eliminate an existing park or designated open space. The project is on a site designated for Business Park.

(3) The project would not increase in the use of existing park facilities.

12. INCREASED DEMAND FOR SCHOOLS

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on school facilities expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR. By statute, the impact of new students is considered to be mitigated below a level of significance by payment of school impact fees and the exercise of any or all of the financing options set out in Government Code Section 65997.

Cumulative Impacts

Effect: Similar to direct impacts of implementation of the Urban Area General Plan, no residual significant direct impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Mitigation relies upon the implementation of the policies in place under the Modesto Urban Area General Plan. As long these policies are applied to all subsequent projects, no new mitigation is necessary. Further, payment of school impact fees and compliance with SB 50 is statutorily deemed to be full mitigation of school impacts (Government Code Section 65995).

The following schools mitigation measures on pages V-12-4 through V-12-7 of the Master EIR are pertinent to the proposed project. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project. Those measures are listed in Section V, Mitigation Applied to Project.

Discussion:

The appropriate mitigation to be applied to this project includes none from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-12.B of the Master EIR discloses impacts resulting from implementation of the Urban Area General Plan associated with increased demand for schools. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

12. INCREASED DEMAND FOR SCHOOLS	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
1) The proposed project is inconsistent with the policies relating to schools in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project does not comply with SB 50/Proposition 1A funding provisions, or succeeding measures which state that compliance results in less-than-significant impacts on schools.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the policies relating to schools in the General Plan.

(2) The proposed corporation yard would have no effects related to demand for schools.

13. INCREASED DEMAND FOR POLICE SERVICES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on police services expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Police services mitigation measures pertinent to the proposed project are found on pages V-13-2 through V-13-5 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

The appropriate mitigation to be applied to this project includes none from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-13.B of the Master EIR discloses impacts on police services resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

13. INCREASED DEMAND FOR POLICE SERVICES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
1) The proposed project is inconsistent with policies relating to police services in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would result in the need for new or significantly altered facilities not considered as part of the Urban Area General Plan or Master EIR which could cause new significant environmental impacts in order to maintain acceptable service ratios, response times, or other performance objectives.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the policies relating to police services in the General Plan.

(2) The project would not result in the need for construction of new or significantly altered facilities which could cause new significant environmental impacts in order to maintain acceptable service ratios, response times or other performance objectives. The project meets City Standards for emergency services access.

14. INCREASED DEMAND FOR FIRE SERVICES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on fire services expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Fire Services mitigation measure(s) pertinent to the project being analyzed in this Initial Study are found on pages V-14-4 through V-14-6 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

The appropriate mitigation to be applied to this project includes none from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-14.B of the Master EIR discloses impacts on fire services resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

14. INCREASED DEMAND FOR FIRE SERVICES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
1) The proposed project is inconsistent with the fire service policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would result in the need for new or significantly altered facilities not considered as part of the Urban Area General Plan or Master EIR which could cause new significant environmental impacts in order to maintain acceptable service ratios, response times, or other performance objectives.	☐	☐	☐	☒
3) The proposed project, based upon substantial evidence, would cause the erosion or elimination of fire protection services in adjoining fire protection districts.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the fire service policies in the General Plan.

(2) The project would not result in the need for construction of new or significantly altered facilities which could cause new significant environmental impacts in order to maintain acceptable service ratios, response times or other performance objectives.

(3) The project would not significantly impact adjacent fire districts or result in the elimination of fire protection services.

15. GENERATION OF SOLID WASTE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on solid waste expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Solid waste mitigation measures pertinent to the proposed project are found on pages V-15-4 through V-15-6 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project.

Discussion:

The appropriate mitigation to be applied to this project includes none from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-15.B of the Master EIR discloses solid waste impacts resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. Project-specific effects will be less than significant unless:

15. GENERATION OF SOLID WASTE	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
1) The project is inconsistent with the solid waste policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The County is unable to expand its solid waste disposal capacity, as expected, causing all new development to result in cumulative impacts on the County's disposal capacity.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the solid waste policies in the General Plan.

(2) The proposed street improvements would have no effects related to generation of solid waste.

16. GENERATION OF HAZARDOUS MATERIALS

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts regarding hazardous materials expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Hazardous materials mitigation measures pertinent to the proposed project are found on pages V-16-8 through V-16-12 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

The appropriate mitigation to be applied to this project includes none from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-16.B of the Master EIR discloses impacts on hazardous materials resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

16. GENERATION OF HAZARDOUS MATERIALS	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
1) The project is inconsistent with the hazardous materials policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.	☐	☐	☐	☒
3) The proposed project would be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and as a result, would create a significant hazard to the public or the environment.	☐	☐	☐	☒
4) The proposed project would be constructed on a contaminated site not known to the State of California as	☐	☐	☐	☒

16. GENERATION OF HAZARDOUS MATERIALS	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
of March 2008.				

Discussion:

(1) The project is consistent with the hazardous materials policies in the General Plan.

(2) The project would comply with all applicable federal, state, and county standards and regulations relative to the handling, storage, disposal, and transport of hazardous or toxic materials or wastes.

(3) The project area is not be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5, and as a result, would not create a significant hazard to the public or the environment.

(4) The project site is not known to contain any contaminants.

17. GEOLOGY, SOILS, AND MINERAL RESOURCES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts related to geology, soils, and mineral resources expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Geology, soils, and mineral resource mitigation measures pertinent to the proposed project are found on pages V-17-9 and V-17-10 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of the proposed project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

The appropriate mitigation to be applied to this project includes none from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-17.B of the Master EIR discloses geology, soils, and mineral resource impacts resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. Project-specific effects will be less than significant unless:

17. GEOLOGY, SOILS, AND MINERAL RESOURCES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
1) The project is inconsistent with policies relating to geology, soils, and mineral resources contained in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would expose people or structures to potential substantial adverse effects including the risk of loss, injury, or death involving fault rupture, strong seismic activity; location on an expansive soil; result in the loss of topsoil; location on soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems in areas where sewers are not available for the disposal of wastewater; result in the loss of known mineral resources that would be of value to the region and the state; or result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with policies related to geology, soils and mineral resources in the General Plan.

(2) The project would not be located on soil that is unstable or that would become unstable as a result of the project. There are no known mineral resources of value to the region or state at the project site.

18. ENERGY

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts pertaining to energy expected after application of mitigations/policies:

Direct Impacts

Effect: Continued development in the Planned Urbanizing Area would have an impact on available energy supplies. Energy consumption likely would increase substantially by 2025 as a result of implementation of the Urban Area General Plan.

Cumulative Impacts

Effect: Implementation of the Urban Area General Plan will have a cumulatively considerable impact on energy consumption.

b. Master EIR and/or New Mitigation Measures Applied to the Project

The following energy mitigation measures pertinent to the proposed project are found on pages V-18-2 through V-18-7 in the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project. Those measures will be listed in Section V, Mitigation Applied to Project.

Discussion:

The appropriate mitigation to be applied to this project includes none from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-18.B of the Master EIR discloses impacts of implementing the Urban Area General Plan on energy resources. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

18. ENERGY	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
1) The proposed project is inconsistent with policies relating to energy in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would result in energy consumption during construction, operation, maintenance, or removal that is more wasteful, inefficient, and unnecessary than assumed in the Urban Area General Plan.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the energy policies in the General Plan.

(2) The project would not result in energy consumption during construction, operation, maintenance or removal that is more wasteful, inefficient and unnecessary than assumed in the General Plan.

19. EFFECTS ON VISUAL RESOURCES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on visual resources expected after application of mitigations/policies:

Direct Impacts

Effect: New development in the Planned Urbanizing Area will occur in areas that are in agricultural production or are otherwise lightly developed, which could lead to the introduction of light and glare in areas that have little nighttime illumination.

Cumulative Impacts

Effect: No additional cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

The following visual resources mitigation measures pertinent to the proposed project are found on pages V-19-3 and V-19-4 in the Master EIR. All mitigation measures appropriate to the proposed project will be incorporated into or made conditions of approval of this project. Those measures will be listed in Section V, Mitigation Applied to Project.

Discussion:

The appropriate mitigation to be applied to this project includes none from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-18.B of the Master EIR discloses impacts of implementing the Urban Area General Plan on energy resources. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

19. EFFECTS ON VISUAL RESOURCES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
1) The proposed project is inconsistent with policies relating to visual resources in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would degrade views from riverside areas and parks to a greater degree than assumed in the Urban Area General Plan.	☐	☐	☐	☒
3) The proposed project would degrade views of riverside areas from public roadways and nearby properties to a greater degree than assumed in the Urban Area General Plan.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the policies related to the visual resources in the General Plan.

(2-3) The project site is not in the vicinity of riverside areas and would not degrade views to parks to a greater degree than assumed in the Urban Area General Plan. Mary Grogan Community Park is located about .2 mile to the south. The nearest waterway is the Dry Creek, 2.5 miles to the south. The facility will include fencing and landscaping to screen outdoor storage areas consistent with city standards.

20. LAND USE AND PLANNING

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts pertaining to land use and planning expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

The following land use and planning mitigation measures pertinent to the proposed project are found on pages V-20-7 through V-20-15 in the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project. Those measures will be listed in Section V, Mitigation Applied to Project.

Discussion:

The appropriate mitigation to be applied to this project includes none from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-20.B of the Master EIR discloses impacts of implementing the Urban Area General Plan on land use and planning. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

20. LAND USE AND PLANNING	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
1) The proposed project is inconsistent with land use and planning policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project contains elements that would physically divide an established community in a way not assumed in the Urban Area General Plan.	☐	☐	☐	☒
3) The proposed project conflicts with a land use plan, policy or regulation established for the purpose of	☐	☐	☐	☒

20. LAND USE AND PLANNING	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
avoiding or mitigating an environmental impact by an agency that has jurisdiction over the proposed project.				
4) The proposed project conflicts with an applicable habitat conservation plan or natural community conservation plan.	☐	☐	☐	☒

Discussion:

(1) The land use for the site is designated as Business Park (BP) in the General Plan. The designation provides for light industrial uses. The proposed water corporation yard is consistent with the land use and planning policies in the General Plan.

(2) The proposed project would not divide an established community. The project site is surrounded with agricultural uses but the area to the north and south is also designated Business Park and is expected to eventually also develop with business park and light industrial uses compatible with corporation yard. The area to the east is not in the Modesto Urban Area and is separated by the Burlington Northern Sante Fe Railroad tracks and Terminal Avenue. The area to the west is designate as Village Residential and separated by Litt Road.

(3) The project does not conflict with the land use plan, policies and regulations of the City of Modesto designed to mitigate project impacts.

(4) The project does not conflict with applicable habitat conservation plans or natural community conservation plans.

21. CLIMATE CHANGE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts pertaining to climate change expected after application of mitigations/policies:

Direct Impacts

Effect: Impacts resulting from implementation of the Urban Area General Plan are not substantial enough to result in a significant direct impact on climate change, as disclosed in the Master EIR.

Cumulative Impacts

Effect: Implementation of the Urban Area General Plan will have a cumulatively considerable impact on climate change.

b. Master EIR and/or New Mitigation Measures Applied to the Project

The following climate change mitigation measures pertinent to the proposed project are found on pages V-21-7 through V-21-10 in the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project. Those measures will be listed in Section V, Mitigation Applied to Project.

Discussion:

The appropriate mitigation to be applied to this project includes none from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-18.B of the Master EIR discloses impacts of implementing the Urban Area General Plan on climate change. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

21. CLIMATE CHANGE	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
1) The proposed project is inconsistent with policies relating to climate change in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would result in average automobile trip lengths or CO_2 emissions higher than those assumed in the Master EIR.	☐	☐	☐	☒
3) The proposed project would conflict with the Sustainable Communities Strategy or Alternative Planning Strategy that the Air Resources Board has agreed will achieve the goals of AB 32.	☐	☐	☐	☒

Discussion:

(1) The City of Modesto General Plan Master EIR addressed potential climate change impacts due to development and other activities associated with the Urban Area General Plan (UAGP). The

Urban Area General Plan Master EIR (MEIR) determined that buildout of the UAGP would make a cumulatively considerable contribution to global climate change. The UAGP nonetheless authorizes development that will contribute to global climate change by virtue of the production of greenhouse gases. The MEIR states the projected rate of growth of vehicle miles traveled (VMT) will increase the City's contribution to global climate change as the City develops. Development under the UAGP is expected to generate approximately 1,096,226.4 metric tons per year above 2005 emissions. The City Council adopted a Statement of Overriding Considerations in 2008, finding that the benefits of the UAGP outweighed the City's increased contribution to global climate change.

The MEIR identifies policies CL-3 through CL-26 as policies in effect that have been determined to reduce, avoid or mitigate air quality environmental impacts within the existing City limits and within the Planned Urbanizing Areas as they annex and develop. These policies include but are not limited to, the use of shade trees to reduce the heat island effect, current energy efficient building standards to reduce energy consumption, and the inclusion of facilities for alternative transportation. The proposed project is required to develop in accordance with climate change policies included in the UAGP and the MIER.

(2) Climate change is an inherently cumulative impact because no single project can produce enough greenhouse gases to substantially alter the global climate. No thresholds have been set for individual or cumulative greenhouse gases. Nonetheless, the proposed project would result in greenhouse gas emissions due primarily to automobile travel and energy use for lighting, heating, cooling and other activities. The primary source of CO_2 emissions generated from the project would be related to automobile trips. As identified under the traffic and circulation discussion, traffic engineering staff has determined that the project will be in substantial conformance with the GP MEIR assumptions for traffic generation, the CO_2 emissions generated from the project would also be in substantial conformance with that which was assumed under the GP MEIR analysis.

(3) A Sustainable Communities Strategy has not yet been implemented by the Air Resources Board. Future development will be required to comply with the provisions of the Sustainable Communities Strategy once it is established.

V. MITIGATION MEASURES APPLIED TO THE PROPOSED PROJECT

If the Initial Study results in the determination that a Finding of Conformance can be adopted for the proposed project Section A below applies. If the Initial Study results in the determination that a Finding of Conformance cannot be adopted and a Mitigated Negative Declaration/EIR must be prepared for the project then Section B, below applies.

A. Master EIR Mitigation Measures Applied to the Project

Pursuant to Public Resources Code Section 21157.1(c), in order for a Finding of Conformance to be made, all appropriate mitigation measures from the Master EIR shall be incorporated into the proposed project. Urban Area General Plan Policies/Master EIR mitigation measures shall be made part of the proposed project prior to approval by means of conditions of project approval or incorporation into the appropriate document or plan.

All applicable and appropriate mitigation measures have been applied to the project (see mitigation measures listed below).

B. New or Additional Mitigation Measures or Alternatives Required

Where the project's effects would exceed the significance criteria for each environmental impact category, a mitigated negative declaration or Focused EIR must be prepared. Staff has reviewed the project against the significance criteria thresholds established in the Master EIR for all impact categories in this Initial Study.

A Mitigated Negative Declaration or Focused EIR shall be prepared for the project. The following additional project-specific mitigation measures listed below are necessary to reduce the identified new significant effect:

Traffic and Circulation:

N/A

Degradation of Air Quality:

AQ-39: The City of Modesto should work with the SJVAPCD to reduce particulate emissions from construction, grading, excavation, and demolition to the maximum extent feasible in accordance with the requirements of SJVAPCD Regulation VIII. Regulation VIII was adopted to reduce the amount of particulate matter suspended in the atmosphere as a result of emissions generated from anthropogenic (man-made) fugitive dust sources.

AQ-40: The City of Modesto shall require all access roads, driveways, and parking areas serving new commercial and industrial development are to be constructed with materials that minimize particulate emissions in accordance with the requirements of SJVAPCD Regulation VIII and are appropriate to the scale and intensity of use.

AQ-42: All disturbed areas, including storage piles, which are not being actively utilized for construction purposes, shall be effectively stabilized of dust emissions using water, chemical stabilizer/suppressant, covered with a tarp or other suitable cover or vegetative ground cover.

AQ-43: All on-site unpaved roads and off-site unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant.

AQ-44: All land clearing, grubbing, scraping, excavation, land leveling, grading, cut & fill, and demolition activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by presoaking.

AQ-46: When materials are transported off-site, all material shall be covered, or effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained.

AQ-47: All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent public streets at the end of each workday. (the use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient

wetting to limit the visible dust emissions.) (Use of blower devices is expressly forbidden.)

AQ-48: Following the addition of materials to, or the removal of materials from, the surface of outdoor storage piles, said piles shall be effectively stabilized of fugitive dust emissions utilizing sufficient water or chemical stabilizer/suppressant.

AQ-49: Within urban areas, track out shall be immediately removed when it extends 50 or more feet from the site and at the end of each workday.

AQ-50: Any site with 150 or more vehicle trips per day shall prevent carryout and track out.

The following measures should be implemented at construction sites when required to mitigate significant PM10 impacts (note, these measures are to be implemented in addition to Regulation VIII requirements):

AQ-51: Limit traffic speeds on unpaved roads to 15 mph; and

AQ-52: Install sandbags or other erosion control measures to prevent silt runoff to public roadways from sites with a slope greater than one percent (1%).

AQ-53: Install wheel washers for all exiting trucks, or wash off all trucks and equipment leaving the site.

AQ-54: Install wind breaks at windward side(s) of construction areas.

AQ-55: Suspend excavation and grading activity when winds exceed 20 mph. Regardless of windspeed, an owner/operator must comply with Regulation VIII's 20 percent (20%) opacity limitation.

AQ-56: Limit the area subject to excavation, grading and other construction activity at any one time.

Generation of Noise:

N-1: The City has also established a noise ordinance to control noise within the City. The City's noise ordinance (Modesto Municipal Code Section 4-9.101) prohibits the "loud and raucous discharge into the open air of the steam of any steam equipment or exhaust from any stationary internal combustion engine."

N-2: Additionally, the noise ordinance prohibits the loud and raucous operation or use of any of the following before 7:00 a.m. or after 9:00 p.m. daily (except Saturday and Sunday and state or federal holidays, when the prohibited time shall be before 9:00 a.m. and after 9:00 p.m.):
A hammer, or any other device or implement used to pound or strike an object.

1. An impact wrench, or other tool or equipment powered by compressed air.
2. A hand-powered saw.
3. Any tool or piece of equipment powered by an internal-combustion engine such as, but not limited to, chain saw, backpack blower, and lawn mower.

4. Any electrically powered (whether by alternating current electricity or by direct current electricity) tool or piece of equipment used for cutting, drilling, or shaping wood, plastic, metal, or other materials or objects, such as, but not limited to, a saw, drill, lathe, or router.
5. Any of the following: heavy equipment (such as but not limited to bulldozer, steam shovel, road grader, back hoe), ground drilling and boring equipment (such as but not limited to derrick or dredge), hydraulic crane and boom equipment, portable power generator or pump, pavement equipment (such as but not limited to pneumatic hammer, pavement breaker, tamper, compacting equipment), pile driving equipment, vibrating roller, sand blaster, gunite machine, trencher, concrete truck, and hot kettle pump.
6. Any construction, demolition, excavation, erection, alteration, or repair activity. In the case of urgent necessity and in the interest of public health and safety, the Chief Building Official may issue a permit for exemption from these. Such period shall not exceed three (3) working days in length while the emergency continues but may be renewed for successive periods of three (3) days or less while the emergency continues. The Chief Building Official may limit such permit as to time of use and/or permitted action, depending upon the nature of the emergency and the type of action requested.

N-3: The project shall comply with the City's noise ordinance. Construction equipment and vehicles should be equipped with properly operating mufflers according to the manufacturers' recommendations. Air compressors and pneumatic equipment should be equipped with mufflers, and impact tools should be equipped with shrouds or shields. Equipment that is quieter than standard equipment should be utilized. Haul routes that affect the fewest number of people should be selected.

Effects on Agricultural Lands:

N/A

Increased Demand for Long-Term Water Supplies:

N/A

Increased Demand for Sanitary Sewer Services:

N/A

Loss of Sensitive Wildlife and Plant Habitat:

SWPH-13: Table V-7-1

j. Burrowing owls are known to occur within the study area. Impacts to burrowing owls and their nest burrows must be avoided in order to comply with the Federal Migratory Bird Treaty Act (MBTA) and Department of Fish and Game (DFG) Code Sections 3503, 3503.5, and 3513. If any ground-disturbing activities occur during the burrowing owl nesting season (approximately February 1 through August 31), implementation of avoidance measures is required. DFG recommends that a preconstruction site survey be conducted no more than 30 days before the onset of any ground-disturbing activities. Further, if preconstruction surveys determine that during the nonbreeding season burrowing owls occupy the site, a passive relocation effort shall be installed.

   DFG's Staff Report on Burrowing Owl Mitigation (California Department of Fish and Game 1995) recommends that impacts to occupied burrows be avoided by implementation of a no-construction buffer zone of a minimum of 250 feet, unless a qualified biologist approved by DFG verifies through noninvasive methods that either: 1) the burrowing owls have not begun egg laying and incubation; or 2) that juveniles from the occupied nest are foraging independently and are capable of independent survival. Failure to implement this buffer zone could cause adult burrowing owls to abandon nests, cause eggs or young to be directly impacted (crushed), and/or result in reproductive failure. The DFG Staff report on Burrowing Owl Mitigation also recommends that a minimum of 6.4 acres of foraging

habitat per pair or unpaired resident burrowing owl should be acquired and permanently protected to offset the loss of foraging and burrowing habitat.

k. The State-threatened Swainson's hawk is known to nest within the study area. Due to loss of suitable foraging habitat and existing nesting habitat that may occur during area development, mitigation measures compensating for these potential losses of habitat should be included. DFG's Staff Report Regarding Mitigation for Impacts to Swainson's Hawks (California Department of Fish and Game 1994) recommends that for projects that occur within 1 mile of an active nest tree, 1.5 acres of habitat be protected in perpetuity for every acre of Swainson's hawk foraging habitat affected; for projects that occur within 5 miles of an active nest tree, 0.75 acre of habitat should be protected in perpetuity for every acre of foraging habitat impacted; and for projects within 10 miles of an active nest tree, 0.5 acre of habitat should be protected in perpetuity for every acre of foraging habitat impacted. The project sponsor should provide funding of a sufficient long-term endowment for the management of the protected properties.

   The project area contains mature trees that could be used as nesting habitat. DFG considers the removal of known raptor nest trees, even outside of the nesting season, to be a significant impact under CEQA and, in the case of Swainson's hawk, could also result in "take" under the CESA. This is especially true in species such as Swainson's hawk, which exhibit high site fidelity to their nest and nest trees year after year (California Department of Fish and Game 1994). To avoid such impacts, surveys for nesting raptors should be conducted following the survey methodology developed by the Swainson's Hawk Technical Advisory Committee (2000) prior to any disturbance within 5 miles of a potential nest tree). Impacts to known nest trees should be avoided at all times of year. If avoidance of a known nest tree is not feasible, consultation with DFG is warranted prior to taking any action, and a determination of "take" potential under CESA or under Fish and Game Code Sections 3503.5 and 3513 will be made. Project-related "take" (as defined in Section 86 of the Fish and Game Code) of Swainson's hawk must be completely avoided or a State Incidental Take Permit, pursuant to Section 2081 of the Fish and Game Code, would be warranted.

Disturbance of Archaeological/Historic Sites:

N/A

Increased Demand for Storm Drainage:

SD-9: Construction activities shall comply with the requirements of the City's Storm Water Management Plan under its municipal NPDES stormwater permit, and the State Water Resources Control Board's General Permit for Discharges of Storm Water Associated with Construction Activity.

Flooding and Water Quality:

FWQ-13: Construction activities shall comply with the requirements of the City's Storm Water Management Plan under its municipal NPDES Stormwater permit, and the State Water Resources Control Board's General Permit for Discharges of Storm Water Associated with Construction Activity.

Increased Demand for Parks and Open Space:

N/A

Increased Demand for Schools:

N/A

Increased Demand for Police Services:

N/A

Increased Demand for Fire Services:

N/A

Generation of Solid Waste:

N/A

Generation of Hazardous Materials:

N/A

Geology, Soils, and Mineral Resources:

N/A

Energy:

N/A

Effects on Visual Resources:

N/A

Land Use and Planning:

N/A

Climate Change:

N/A

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-428

RESOLUTION APPROVING A WATER SALES AGREEMENT WITH DEL PUERTO WATER DISTRICT FOR THE NORTH VALLEY REGIONAL RECYCLED WATER PROGRAM, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, on November 25, 2014, the City Council, by Resolution 2014-491, approved a Joint Powers Agreement (JPA) with the Del Puerto Water District (DPWD) to advance the North Valley Regional Recycled Water Program (NVRRWP), and

WHEREAS, the original JPA Agreement requires the parties to agree on a Term Sheet for completing a Water Sales Agreement (WSA), and

WHEREAS, the Term Sheet, including the terms specified in the WSA, was negotiated and agreed to in April 2015, and

WHEREAS, the City of Modesto must submit the WSA to the State Water Resources Control Board as part of the Clean Water State Revolving Fund (CWSRF) project loan application package, and

WHEREAS, the completed CWSRF loan application must be submitted by December 2, 2015 to be eligible for a 30-year CWSRF loan at a 1% interest rate, and potential grand funding of $15 million, and

WHEREAS, the initial term of the WSA is forty years with an option to renew for an additional forty-year term, and

WHEREAS, this action will advance the NVRRWP to allow CWSRF financing and construction of the pipeline to supply recycled water from Modesto for delivery to DPWD.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a Water Sales Agreement with Del Puerto Water District for the North Valley Regional Recycled Water Program.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Agreement in substantially the form attached hereto as Exhibit A and as approved by the City Attorney.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 4th day of November 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Lopez, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

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MODESTO CITY COUNCIL
RESOLUTION NO. 2015-429

RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH PACIFIC DESIGN ASSOCIATES, INC. OF MODESTO TO DEVELOP CONSTRUCTION DOCUMENTS FOR KITCHEN REMODELS AT THE SENIOR CITIZENS CENTER AND THE AIRPORT NEIGHBORHOOD COMMUNITY CENTER IN AN AMOUNT NOT TO EXCEED $49,400 FOR THE IDENTIFIED SCOPE OF SERVICES, PLUS $4,940 FOR ADDITIONAL SERVICES (IF NEEDED), FOR A MAXIMUM TOTAL AMOUNT OF $54,340, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the City of Modesto Senior Citizens Community Center opened in 1968, and

WHEREAS, there has been one major expansion and various minor updates to the facility since then, and

WHEREAS, the Senior Citizens Community Center serves as a hub of activity for Modesto's older adults, and

WHEREAS, the Senior Citizens Community Center kitchen is utilized three days a week to serve as a congregate meal site for Stanislaus County; senior clubs use the kitchen two days a week and the facility is rented for private events most weekends, and

WHEREAS, in 2012 the City of Modesto developed the Airport Neighborhood Community Center, and

WHEREAS, the Airport Neighborhood Community Center is utilized by the Modesto City Schools and Tuolumne River Trust to provide community and youth programs, and

WHEREAS, the initial development of the Airport Neighborhood Community Center did not include a complete and finished kitchen, and

WHEREAS, the City of Modesto has identified a need to develop construction documents to remodel the Senior Citizens Community Center's kitchen and complete the Airport Neighborhood Community Center kitchen, and

WHEREAS, the City Council, on December 2, 2014, by Resolutions No. 2014-515 and 2014-516, approved an amendment to the FY2014-2015 HUD Annual Action Plan to create these projects as project #100865 (Senior Center Kitchen Upgrade) and project #100868 (Airport Neighborhood Community Center Kitchen Installation).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a Professional Services Agreement with Pacific Design Associates, Inc. of Modesto to develop construction documents for the kitchen remodels at the Senior Citizens Center and the Airport Neighborhood Community Center in an amount not to exceed $49,400 for the identified scope of services, plus $4,940 for additional services (if needed), for a maximum total amount of $54,340, and authorizes the City Manager, or his designee, to execute the agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 10th day of November, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-430

RESOLUTION AMENDING THE FISCAL YEAR 2015-2016 ANNUAL OPERATING AND CAPITAL IMPROVEMENT BUDGET

WHEREAS, a financial analysis has been completed and it has been determined that a budget adjustment is required to the Annual and Capital Improvement Budget of the City of Modesto for Fiscal Year 2015-2016.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2015-2016 Annual Operating and Capital Improvement budget as shown in **Exhibit A**, which is **attached** hereto and incorporated by reference herein.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to take the necessary steps to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 10th day of November 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following votes:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT A

FISCAL YEAR 2015-16

COMMUNITY & ECONOMIC DEVELOPMENT

A budget adjustment is necessary to recognize $118,000 in unbudgeted revenue from the Department of Transportation for Capital Improvement Project #100882, Modesto Junior College Bike Path Phase 2, and reallocate said funds to establish the project's discretionary expense budget.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-431

RESOLUTION AUTHORIZING THE AWARD OF BID FOR THE PURCHASE OF ONE DUMP TRUCK WITH 14-YARD CAPACITY TO INTERSTATE TRUCK CENTER LLC, STOCKTON, CA, AND AUTHORIZING THE PURCHASING MANAGER OR HIS DESIGNEE TO ISSUE THE PURCHASING ORDER FOR AN ESTIMATED TOTAL COST OF $127,284

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for new vehicles and heavy equipment, through various competitive processes, with the Purchasing Division coming back to Council for award authorization, and

WHEREAS, the Purchasing Division issued RFB 1516-12 for the purchase of a non-brand specific dump truck with 14-yard capacity on the City's website under the commodity code for trucks one-ton or less and specialized bodies. Prospective bidders were noticed online of the bid opportunity. One of which was a local company. Nine (9) companies chose to download the RFB document, and

WHEREAS, bids were formally opened in the City Clerk's office. Six (6) companies chose to respond. The local vendor did not submit a bid. All six (6) companies provided responsive and responsible bids, and

WHEREAS, based on providing the overall lowest responsive and responsible bid, City staff recommends the award of bid for the purchase of a dump truck with 14-yard capacity to Interstate Truck Center LLC, Stockton, CA, for a total estimated cost of $127,284.

WHEREAS, Modesto Municipal Code (MMC) Section 8-3.203 generally requires all purchases, which meet or exceed $50,000.00 for material, equipment or contractual services to be formally bid. The award of bid for the purchase of one dump truck with

14-yard capacity to Interstate truck Center LLC, Stockton, CA, conforms to the Modesto Municipal Code, 8-3.203.

WHEREAS, sufficient funds are budgeted in Fiscal Year 2015-16, in appropriation unit 1700-53130-57003, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of bid for the purchase of one dump truck with 14-yard capacity to Interstate truck Center LLC, Stockton, CA, for an estimated total cost of $127,284;

BE IT FURTHER RESOLVED that the Purchasing Manager or his designee is authorized to issue the purchase order

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 10th day of November, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-432

RESOLUTION AMENDING THE CLASSIFICATION PLAN FOR THE CITY OF MODESTO TO CREATE THE CLASSIFICATIONS OF WATER SUPERINTENDENT, PLANT MAINTENANCE SUPERINTENDENT, UTILITIES PLANT OPERATOR TRAINEE, UTILITIES PLANT OPERATOR I/II, SENIOR UTILITIES PLANT OPERATOR, UTILITIES SERVICES SUPERVISOR, UTILITIES PLANT OPERATIONS SUPERVISOR, PLANT MECHANIC TRAINEE, PLANT MECHANIC I/II, SENIOR PLANT MECHANIC, PLANT MAINTENANCE SUPERVISOR, ELECTRICAL AND INSTRUMENTATION TECHNICIAN TRAINEE, ELECTRICAL AND INSTRUMENTATION TECHNICIAN, UTILITIES SERVICE WORKER I/II/III, SENIOR UTILITIES SERVICE WORKER, ELECTRICAL SUPERVISOR – UTILITIES, POLICE RANGE AND TRAINING CENTER COORDINATOR, MAINTENANCE PLANNING TECHNICIAN; AND TO DELETE THE CLASSIFICATIONS OF WASTEWATER TREATMENT PLANT OPERATOR I/II/III, SENIOR WASTEWATER TREATMENT PLANT OPERATOR, WATER PRODUCTION OPERATOR I/II, WATER DIVISION CREWLEADER, WATER DISTRIBUTION AND PRODUCTION SUPERVISOR, WATER QUALITY CONTROL TECHNICIAN I/II, WATER QUALITY CONTROL PLANT OPERATIONS SUPERVISOR, INSTRUMENTATION TECHNICIAN, ELECTRICIAN - UTILITIES, WASTEWATER COLLECTIONS SYSTEM OPERATOR I/II, WATER DISTRIBUTION OPERATOR I/II/III, WATER SERVICES EQUIPMENT OPERATOR I/II, WASTEWATER COLLECTIONS SYSTEM CREWLEADER, WASTEWATER COLLECTIONS SYSTEMS SUPERVISOR, WATER QUALITY CONTROL PLANT OPERATIONS SUPERVISOR

WHEREAS, a Position Classification Plan for the City of Modesto was adopted by Modesto City Council Resolution No. 2015-194 pursuant to Rule 2.2 of the Personnel Rules and Regulations of the City of Modesto, and

WHEREAS, the City Manager has recommended to the Council amendments to the Position Classification Plan, and

WHEREAS, Rule 2.2 of the City of Modesto Personnel Rules provides that revisions to the Classification Plan shall be effective upon adoption of resolution of the City Council,

WHEREAS, the Utility Study positions will be effective retroactive to December 2, 2014 for Represented Management and Confidential Non-Sworn positions and effective retroactive to December 16, 2014 for General Non-Sworn positions, and

WHEREAS, all other position changes will be effective upon Council adoption,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto as follows:

SECTION I. CLASSIFICATION PLAN AMENDED. The Classification Plan is hereby amended to create the classification of Water Superintendent, Plant Maintenance Superintendent, Utilities Plant Operator Trainee, Utilities Plant Operator I/II, Senior Utilities Plant Operator, Utilities Services Supervisor, Utilities Plant Operations Supervisor, Plant Mechanic Trainee, Plant Mechanic I/II, Senior Plant Mechanic, Plant Maintenance Supervisor, Electrical and Instrumentation Technician Trainee, Electrical and Instrumentation Technician, Utilities Service Worker I/II/III, Senior Utilities Service Worker, Electrical Supervisor – Utilities, Police Range and Training Center Coordinator, Maintenance Planning Technician; and to delete the classifications of Wastewater Treatment Plant Operator I/II/III, Senior Wastewater Treatment Plant Operator, Water Production Operator I/II, Water Division Crewleader, Water Distribution and Production Supervisor, Water Quality Control Technician I/II, Water Quality Control Plant Operations Supervisor, Instrumentation Technician, Electrician – Utilities, Wastewater Collections System Operator I/II, Water Distribution Operator I/II/III, Water Services Equipment Operator I/II, Wastewater Collections System Crewleader, Wastewater Collections Systems Supervisor, Water Quality Control Plant Operations Supervisor.

SECTION 3. EFFECTIVE DATE. This resolution shall become effective on and after November 10, 2015.

The foregoing resolution was introduced in a regular meeting of the Council of the City of Modesto held on the 10th day of November 2015, by Councilmember Cogdill, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	Madrigal
ABSENT:	Councilmembers:	Lopez

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-433

RESOLUTION AMENDING EXHIBIT "A" OF RESOLUTION NO. 2015-195 TO REVISE THE CLASS RANGE TABLE FOR REPRESENTED MANAGEMENT AND CONFIDENTIAL NON-SWORN CLASSES

WHEREAS, the City Council desires to amend **Exhibit "A"** of Resolution No. 2015-195, which approved the Class Range Table for Represented Management and Confidential Non-Sworn Classes,

WHEREAS, the Utility Study positions will be effective retroactive to December 2, 2014 for Represented Management and Confidential Non-Sworn positions, and

WHEREAS, all other position changes will be effective upon Council adoption,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto as follows:

SECTION I. AMENDMENT TO RESOLUTION NO. 2015-195. Exhibit "A" entitled, "City of Modesto Class Range Table Represented Management and Confidential Non-Sworn Classes," attached to Resolution No. 2015-195, is hereby amended as shown on the amended **Exhibit "A"** entitled "City of Modesto Class Range Table Represented Management and Confidential Non-Sworn Classes Effective December 2, 2014" and "City of Modesto Class Range Table Represented Management and Confidential Non-Sworn Classes Effective November 10, 2015," which is attached hereto and made a part hereof as though set forth in full herein. Said Exhibits "A" amends the Class Range Table as follows:

Exhibit A
AMENDED
on April 12, 2016
By Resolution 2016-148

1. Add Utilities Services Supervisor to Salary Range 440
2. Add Plant Maintenance Supervisor to Salary Range 438
3. Add Electrical Supervisor – Utilities to Salary Range 438

4. Add Utilities Services Supervisor to Salary Range 440
5. Add Utilities Plant Operations Supervisor to Salary Range 440
6. Add Water Superintendent to Salary Range 444
7. Add Plant Maintenance Superintendent to Salary Range 444
8. Add Police Range and Training Center Coordinator to Salary Range 429
9. Add Employee Benefits Coordinator to Salary Range 423
10. Delete Water Quality Control Plant Operations Supervisor from Salary Range 440
11. Delete Water Distribution/Production Supervisor from Salary Range 438
12. Delete Water Quality Control Plant Maintenance Supervisor from Salary Range 432
13. Delete Wastewater Collections System Supervisor from Salary Range 432
14. Delete Wastewater Collections Manager from Salary Range 442
15. Delete Water Quality Control Plant Manager from Salary Range 446
16. Delete Water Systems Manager from Salary Range 447
17. Delete Employee Benefits Coordinator from Salary Range 422

SECTION II. EFFECTIVE DATE. This resolution shall become effective on and after November 10, 2015.

The foregoing resolution was introduced in a regular meeting of the Council of the City of Modesto held on the 10th day of November 2015, by Councilmember Cogdill, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Cogdill, Gunderson, Kenoyer, Zoslocki, Mayor Marsh

NOES: Councilmembers: Madrigal

ABSENT: Councilmembers: Lopez

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

CITY OF MODESTO
CLASS RANGE TABLE
REPRESENTED MANAGEMENT AND CONFIDENTIAL NON-SWORN CLASSES
Effective December 2, 2014

RANGE	TITLE
407	Administrative Office Assistant II (Confidential)
411	Administrative Office Assistant III (Confidential)
412	Police Clerk II (Confidential)
415	Legal Secretary I Senior Administrative Office Assistant (Confidential)
418	Account Technician (Confidential) Administrative Services Technician I (Confidential) Systems Technician I
419	Legal Secretary II
420	Executive Assistant Workers' Compensation Claims Assistant
421	Deputy City Clerk Senior Legal Secretary
422	Administrative Services Technician II (Confidential) Modesto Regional Fire Authority Information Technology Technician Office Supervisor Systems Technician II Employee Benefits Coordinator
423	Custodian Supervisor Workers' Compensation Claims Examiner I Employee Benefits Coordinator
424	Buyer
425	Parking Services Supervisor
426	Central Stores Supervisor Financial Analyst I Senior Systems Technician

RANGE	TITLE
427	Assistant Planner Administrative Analyst I Parking Adjudication Program Coordinator Technology Solutions Analyst I Utility Dispatch Supervisor
428	Animal Control Supervisor Human Resources Analyst I Workers' Compensation Claims Examiner II
429	Assistant City Clerk Police Civilian Supervisor
430	Financial Analyst II Senior Buyer Software Analyst I Systems Engineer I
431	Administrative Analyst II Associate Planner Events Coordinator Technology Solutions Analyst II
432	Compost Facility Supervisor Human Resources Analyst II Junior Engineer Neighborhood Preservation Supervisor Operations Supervisor Senior Workers' Compensation Claims Examiner
433	Water Resources Analyst Parks Project Coordinator Recreation Supervisor
434	Customer Services Supervisor Financial Analyst III Recycling Program Coordinator Senior Crime and Intelligence Analyst Software Analyst II Systems Engineer II

RANGE	TITLE
435	Assistant Transportation Planner Business Analyst Cultural Services Program Manager Emergency Medical Services Coordinator Management Analyst Organizational Development Coordinator Transit Analyst Weed and Seed Program Coordinator
436	Assistant Engineer Electrical Supervisor Housing Rehabilitation Supervisor Senior Community Development Program Specialist
437	Senior Planner
438	Associate Land Surveyor Deputy Fire Marshal **Electrical Supervisor - Utilities** Environmental Services Supervisor Integrated Waste Specialist Laboratory Supervisor Modesto Regional Fire Authority Finance Manager Materials Management Superintendent/City Arborist **Plant Maintenance Supervisor** Property Agent Public Information Coordinator Public Safety Business Services Analyst Risk and Loss Control Coordinator Senior Financial Analyst Senior Human Resources Analyst Senior Software Analyst Senior Systems Engineer
439	Administrative Services Officer Associate Transportation Planner Senior Business Analyst
440	Associate Engineer **Utilities Services Supervisor** **Utilities Plant Operations Supervisor**

RANGE	TITLE

RANGE	TITLE
441	Housing and Urban Development Manager Infrastructure Financing Program Administrator Parks Planning and Development Manager Recreation Program Manager Police Civilian Manager
442	Centre Plaza Manager Construction Inspection Supervisor Customer Services Manager Environmental Regulatory Compliance Manager Principal Information Technology Administrator Purchasing Manager
443	Associate Civil/Traffic Engineer Senior Transportation Planner Streets Manager
444	Building Inspection Program Coordinator Building Inspection Supervisor
445	Airport Manager Fleet Manager Principal Planner
446	Accounting Manager
447	Information Technology Manager Traffic Operations Engineer Water Systems Manager **Wastewater Collections Manager** **Water Quality Control Plant Manager**
448	Assistant Chief Building Official Operations Manager Recreation and Neighborhoods Services Manager Transit Manager Solid Waste Program Manager

RANGE	TITLE
450	Business Center Manager
	Planning Manager
	Senior Civil Engineer
452	Chief Building Official
	Parks Recreation & Neighborhoods Operations Manager
	Traffic Engineer
455	City Engineer
	Engineering Division Manager

AMENDED on 6 Print By Resolution 2016-258 Exhibit "A"

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-434

RESOLUTION AMENDING EXHIBIT "A" OF RESOLUTION NO. 2015-196 TO REVISE THE CLASS RANGE TABLE FOR GENERAL NON-SWORN CLASSES

WHEREAS, the City Council desires to amend **Exhibit "A"** of Resolution No. 2015-196, which approved the Class Range Table for General Non-Sworn Classes,

WHEREAS, the Utility Study positions will be effective retroactive to December 16, 2014 for General Non-Sworn positions, and

WHEREAS, all other position changes will be effective upon Council adoption,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto as follows:

SECTION I. AMENDMENT TO RESOLUTION NO. 2015-196. Exhibit "A" entitled, "City of Modesto Class Range Table General Non-Sworn Classes," attached to Resolution No. 2015-196, is hereby amended as shown on the amended Exhibit "A" entitled "City of Modesto Class Range Table General Non-Sworn Classes effective December 16, 2014," and "City of Modesto Class Range Table General Non-Sworn Classes effective November 10, 2015," which is attached hereto and made a part hereof as though set forth in full herein. Said Exhibits "A" amends the Class Range Table as follows:

1. Add Plant Mechanic Trainee at Salary Range 115
2. Add Electrical and Instrumentation Technician Trainee at Salary Range 116
3. Add Utilities Services Worker I at Salary Range 120
4. Add Utilities Plant Operator Trainee at Salary Range 121
5. Add Plant Mechanic I at Salary Range 123
6. Add Utilities Service Worker II at Salary Range 124

7. Add Plant Mechanic II at Salary Range 125
8. Add Utilities Plant Operator I at Salary Range 125
9. Add Electrical and Instrumentation Technician at Salary Range 128
10. Add Utilities Plant Operator II at Salary Range 128
11. Add Utilities Service Worker III at Salary Range 128
12. Add Senior Plant Mechanic at Salary Range 129
13. Add Senior Utilities Plant Operator at Salary Range 132
14. Add Senior Utilities Services Worker at Salary Range 132
15. Add Maintenance Planning Technician at Salary Range 128
16. Delete Wastewater Treatment Plant Operator I at Salary Range
17. Delete Wastewater Treatment Plant Operator II at Salary Range
18. Delete Wastewater Treatment Plant Operator III at Salary Range
19. Delete Senior Wastewater Treatment Plant Operator at Salary Range
20. Delete Water Production Operator I at Salary Range
21. Delete Water Production Operator II at Salary Range
22. Delete Water Division Crewleader at Salary Range
23. Delete Instrumentation Technician at Salary Range
24. Delete Electrician-Utilities at Salary Range
25. Delete Wastewater Collection System Operator I at Salary Range
26. Delete Wastewater Collection System Operator II at Salary Range
27. Delete Water Distribution Operator I at Salary Range
28. Delete Water Distribution Operator II at Salary Range
29. Delete Water Distribution Operator III at Salary Range

30. Delete Water Services Equipment Operator I at Salary Range

31. Delete Water Services Equipment Operator II at Salary Range

32. Delete Wastewater Collection System Crewleader at Salary Range

SECTION II. EFFECTIVE DATE. This resolution shall become effective on and after November 10, 2015.

The foregoing resolution was introduced in a regular meeting of the Council of the City of Modesto held on the 10th day of November 2015, by Councilmember Cogdill, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	Madrigal
ABSENT:	Councilmembers:	Lopez

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

CITY OF MODESTO
CLASS RANGE TABLE
GENERAL NON-SWORN CLASSES
Effective December 16, 2014

RANGE	TITLE
103	Administrative Office Assistant I
	Custodian I
106	Engineering Intern
107	Administrative Office Assistant II
	Custodian II
	Exhibits Coordinator
109	Account Clerk I
	Customer Services Account Clerk I
111	Account Clerk II
	Administrative Office Assistant III
	Custodian Crewleader
	Customer Services Account Clerk II
112	Maintenance Worker I
114	Electrician Assistant I
	Equipment Service Technician
	Production Technician
	Storeskeeper
115	**Plant Mechanic Trainee**
	Senior Customer Services Account Clerk
	Senior Customer Services Account Clerk
116	**Electrical and Instrumentation Technician Trainee**
	Maintenance Worker II
117	Airport Maintenance Worker
	Groundskeeper
118	Account Technician
	Administrative Services Technician I
	Electrician Assistant II
	Fleet Procurement Technician
	Senior Storeskeeper
	Tree Trimmer
119	Code Enforcement Officer I -Neighborhood Preservation Unit
	Customer Services Account Technician
	Equipment Operator

RANGE	TITLE
120	Assistant Buyer
	Environmental Compliance Technician
	Laboratory Analyst I
	Parks Maintenance Crewleader
	Recreation Coordinator
	Parking Services Crewleader
	Utilities Services Worker I
121	Building Maintenance Technician
	Parks Maintenance Mechanic
	Utilities Plant Operator Trainee
	Water Resource Specialist
122	Accountant I
	Administrative Services Technician II
	Electrician Assistant III
	Solid Waste Enforcement Officer
	Traffic Operations Technician
	Tree Trimmer Crewleader
123	Code Enforcement Officer II -Neighborhood Preservation Unit
	Development Services Technician I
	Engineering Assistant Trainee
	Equipment Mechanic
	Plant Mechanic I
	Senior Equipment Operator
	Welder/Fabricator
124	Community Development Program Specialist I
	Cross Connection Specialist
	Environmental Compliance Inspector I
	Fire Equipment Mechanic
	Heavy Equipment Mechanic
	Laboratory Analyst II
	Utilities Services Worker II
	Water Conservation Specialist
	Water Meter Technician

RANGE	TITLE
125	Airport Maintenance Crewleader
	Development Services Technician II
	Head Groundskeeper
	Plant Mechanic II
	Utilities Plant Operator I
126	Building Maintenance Specialist
	Housing Financial Specialist
	Housing Rehabilitation Specialist I
	Traffic Striping Crewleader
127	Engineering Assistant I
	Equipment Mechanic Crewleader
	Operations Crewleader
128	Building Inspector I
	Community Development Program Specialist II
	Electrical and Instrumentation Technician
	Electrician - Traffic and Buildings
	Environmental Compliance Inspector II
	Heavy Equipment Mechanic Crewleader
	Senior Fire Equipment Mechanic
	Utilities Plant Operator II
	Utilities Services Worker III
129	**Senior Plant Mechanic**
130	Construction Inspector
	Housing Rehabilitation Specialist II
	Laboratory Analyst III
131	Engineering Assistant II
132	Building Inspector II
	Environmental Review Specialist
	Senior Environmental Compliance Inspector
	Senior Utilities Plant Operator
	Senior Utilities Services Worker
133	Assistant Land Surveyor

RANGE	TITLE
134	Plans Examiner Senior Construction Inspector
135	Engineering Project Coordinator
136	Senior Building Inspector

CITY OF MODESTO
CLASS RANGE TABLE
GENERAL NON-SWORN CLASSES
Effective November 10, 2015

RANGE	TITLE
103	Administrative Office Assistant I Custodian I
106	Engineering Intern
107	Administrative Office Assistant II Custodian II Exhibits Coordinator
109	Account Clerk I Customer Services Account Clerk I
111	Account Clerk II Administrative Office Assistant III Custodian Crewleader Customer Services Account Clerk II
112	Maintenance Worker I
114	Electrician Assistant I Equipment Service Technician Production Technician Storeskeeper
115	Senior Administrative Office Assistant Senior Customer Services Account Clerk
116	Maintenance Worker II Wastewater Collection Systems Operator I Water Distribution Operator I
117	Airport Maintenance Worker Groundskeeper
118	Account Technician Administrative Services Technician I Electrician Assistant II Fleet Procurement Technician Senior Storeskeeper Tree Trimmer Water Distribution Operator II
119	Code Enforcement Officer I -Neighborhood Preservation Unit

RANGE	TITLE
	Customer Services Account Technician
	Equipment Operator
120	Assistant Buyer
	Environmental Compliance Technician
	Laboratory Analyst I
	Parks Maintenance Crewleader
	Recreation Coordinator
	Wastewater Collection System Operator II
	Parking Services Crewleader
121	Building Maintenance Technician
	Parks Maintenance Mechanic
	Water Resource Specialist
	Wastewater Treatment Plant Operator I
	Water Quality Control Technician I
122	Accountant I
	Administrative Services Technician II
	Electrician Assistant III
	Solid Waste Enforcement Officer
	Traffic Operations Technician
	Tree Trimmer Crewleader
123	Code Enforcement Officer II -Neighborhood Preservation Unit
	Development Services Technician I
	Engineering Assistant Trainee
	Equipment Mechanic
	Senior Equipment Operator
	Welder/Fabricator
124	Community Development Program Specialist I
	Cross Connection Specialist
	Environmental Compliance Inspector I
	Fire Equipment Mechanic
	Heavy Equipment Mechanic
	Laboratory Analyst II
	Water Conservation Specialist
	Water Distribution Operator III
	Water Meter Technician
	Water Production Operator I
	Water Services Equipment Operator I

RANGE	TITLE
125	Airport Maintenance Crewleader
	Development Services Technician II
	Head Groundskeeper
	Wastewater Treatment Plant Operator II
	Water Quality Control Technician II
126	Building Maintenance Specialist
	Housing Financial Specialist
	Housing Rehabilitation Specialist I
	Traffic Striping Crewleader
	Wastewater Collection System Crewleader
127	Engineering Assistant I
	Equipment Mechanic Crewleader
	Operations Crewleader
	Wastewater Treatment Plant Operator III
128	Building Inspector I
	Community Development Program Specialist II
	Electrician - Traffic and Buildings
	Electrician - Utilities
	Environmental Compliance Inspector II
	Heavy Equipment Mechanic Crewleader
	Instrumentation Technician
	Senior Fire Equipment Mechanic
	Water Production Operator II
	Water Services Equipment Operator II
	Maintenance Planning Technician
130	Construction Inspector
	Housing Rehabilitation Specialist II
	Laboratory Analyst III
131	Engineering Assistant II
	Senior Wastewater Treatment Plant Operator
132	Building Inspector II
	Environmental Review Specialist
	Senior Environmental Compliance Inspector
	Water Division Crewleader
133	Assistant Land Surveyor

RANGE	TITLE
134	Plans Examiner Senior Construction Inspector
135	Engineering Project Coordinator
136	Senior Building Inspector

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MODESTO CITY COUNCIL
RESOLUTION NO. 2015-435

RESOLUTION AMENDING THE POSITION ALLOCATION AND THE FISCAL YEAR 2015-16 OPERATING BUDGET FOR VARIOUS DEPARTMENTS

WHEREAS, a Position Allocation for the City of Modesto was adopted by Modesto City Council on June 9, 2015, as part of the Annual Budget of the City of Modesto for Fiscal Year 2015-2016, and

WHEREAS, classification studies are conducted to insure that a classification system is equitable and consistent within an organization and that positions are correctly classified, and

WHEREAS, per Personnel Administrative Order 2.2-87-12, a classification study may be conducted in response to a reclassification request, to develop/revise a classification specification, or to assist in a reorganization, and

WHEREAS, multiple classification studies were conducted by Human Resources to determine appropriate classification, and

WHEREAS, the Utility Study positions will be effective retroactive to December 2, 2014 for Represented Management and Confidential Non-Sworn positions and effective retroactive to December 16, 2014 for General Non-Sworn positions, and

WHEREAS, all other position changes will be effective upon Council adoption,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Position Allocation and the Fiscal Year 2015-16 Operating Budget for various departments as follows:

1. Reallocate one (1) Administrative Analyst II to one (1) Community Development Program Specialist II in the Housing Urban Development Division of the Community & Economic Development.
2. Allocate one (1) Housing Financial Specialist in the Housing Urban Development Division of the Community & Economic Development.
3. Reallocate one (1) Senior Administrative Office Assistant to one (1) Senior Administrative Office Assistant (Confidential) in the Administration Division of the Community and Economic Development Department.
4. Allocate two (2) Senior Systems Engineers in the Network/Data Center Division of the Information Technology Department.
5. Allocate one (1) Senior Systems Technician in the Network/Data Center Division of the Information Technology Department.
6. Allocate one (1) Police Range and Training Center Coordinator in the Tactical Training Center Division in the Police Department.
7. Allocate one (1) Plant Maintenance Supervisor and delete one (1) Water Quality Control Plant Maintenance Supervisor in the Jennings Plant Maintenance Division in the Utilities Department.
8. Allocate five (5) Plant Mechanic IIs and delete five (5) Water Quality Control Technician IIs in the Jennings Plant Maintenance Division in the Utilities Department.
9. Allocate one (1) Utility Services Worker III and delete one (1) Senior Equipment Operator in the Jennings Plant Maintenance Division in the Utilities Department.

10. Allocate one (1) Utility Services Worker I and delete one (1) Equipment Operator in the Jennings Plant Maintenance Division in the Utilities Department.
11. Allocate two (2) Utilities Services Supervisors and delete two (2) Wastewater Collection System Supervisors in the Sewer Collections Division in the Utilities Department.
12. Allocate two (2) Senior Utility Services Workers and delete two (2) Wastewater Collection System Crewleaders in the Sewer Collections Division in the Utilities Department.
13. Allocate three (3) Utility Services Worker IIIs and delete three (3) Senior Equipment Operators in the Sewer Collections Division in the Utilities Department.
14. Allocate thirty-four (34) Utility Services Worker IIs and delete thirty-four (34) Wastewater Collection System Operator IIs in the Sewer Collections Division in the Utilities Department.
15. Allocate one (1) Utility Services Worker I and delete one (1) Wastewater Collection System Operator I in the Sewer Collections Division in the Utilities Department.
16. Allocate one (1) Senior Utility Services Worker and delete one (1) Wastewater Collections System Crewleader in the Sewer Lift Stations Division in the Utilities Department.
17. Allocate five (5) Plant Mechanic IIs and delete five (5) Water Quality Control Technician IIs in the Sewer Lift Stations Division in the Utilities Department.

18. Allocate one (1) Utilities Services Supervisor and delete one (1) Wastewater Collections System Supervisor in the Stormwater Collections Division in the Utilities Department.

19. Allocate one (1) Senior Utility Service Worker and delete one (1) Wastewater Collections System Crewleader in the Stormwater Collections Division in the Utilities Department.

20. Allocate one (1) Plant Mechanic II and delete one (1) Water Quality Control Technician II in the Stormwater Lift Stations Division in the Utilities Department.

21. Allocate one (1) Plant Maintenance Supervisor and delete one (1) Water Quality Control Plant Maintenance Supervisor in the Sutter Plant Maintenance Division in the Utilities Department.

22. Allocate four (4) Plant Mechanic IIs and delete four (4) Water Quality Control Technician IIs in the Sutter Plant Maintenance Division in the Utilities Department.

23. Allocate two (2) Electrical and Instrumentation Technicians and delete one (1) Electrician Utilities and delete one (1) Instrumentation Technician in the Tertiary Treatment Division in the Utilities Department.

24. Allocate four (4) Utilities Plant Operator IIs and delete four (4) Wastewater Treatment Plant Operator IIIs in the Tertiary Treatment Division in the Utilities Department.

25. Allocate four (4) Plant Mechanic IIs and delete four (4) Water Quality Control Technician IIs in the Tertiary Treatment Division in the Utilities Department.

26. Allocate one (1) Wastewater Collection Systems Manager and delete one (1) Wastewater Collection Manager in the Wastewater Collections Administration Division in the Utilities Department.
27. Allocate one (1) Electrical Supervisor – Utilities and delete one (1) Electrical Supervisor in the Wastewater Electrical Services Division in the Utilities Department.
28. Allocate six (6) Electrical and Instrumentation Technicians and delete two (2) Instrumentation Technicians and delete four (4) Electrician – Utilities in the Wastewater Electrical Services Division in the Utilities Department.
29. Allocate one (1) Plant Maintenance Superintendent in the Wastewater Operations Administration Division in the Utilities Department.
30. Allocate one (1) Maintenance Planning Technician in the Wastewater Operations Administration Division in the Utilities Department.
31. Allocate two (2) Utilities Plant Operations Supervisors and delete two (2) Water Quality Control Operations Supervisors in the Wastewater Plant Operations Division in the Utilities Department.
32. Allocate seven (7) Senior Utilities Plant Operators and delete seven (7) Senior Wastewater Treatment Plant Operators in the Wastewater Plant Operations Division in the Utilities Department.
33. Allocate ten (10) Utilities Plant Operator IIs and delete ten (10) Wastewater Treatment Plant Operator IIIs in the Wastewater Plant Operations Division in the Utilities Department.

34. Allocate one (1) Utilities Services Supervisor and delete one (1) Water Distribution and Production Supervisor in the Water Construction Division in the Utilities Department.

35. Allocate two (2) Senior Utilities Services Workers and delete two (2) Water Division Crewleaders in the Water Construction Division in the Utilities Department.

36. Allocate seventeen (17) Utility Services Worker IIIs and delete four (4) Water Services Equipment Operator IIs and delete thirteen (13) Water Distribution Operator IIIs in the Water Construction Division in the Utilities Department.

37. Allocate one (1) Utilities Services Supervisor and delete one (1) Water Distribution and Production Supervisor in the Water Service and Meters Division in the Utilities Department.

38. Allocate one (1) Senior Utilities Services Workers and delete one (1) Water Division Crewleader in Water Service and Meters Division in the Utilities Department.

39. Allocate fifteen (15) Utility Services Worker IIIs and delete fifteen (15) Water Distribution Operator IIIs in the Water Service and Meters Division in the Utilities Department.

40. Allocate one (1) Water Superintendent in the Water Services Administration Division in the Utilities Department.

41. Allocate one (1) Utilities Services Supervisor and delete one (1) Water Distribution and Production Supervisor in the Water System Maintenance Division in the Utilities Department.

42. Allocate two (2) Senior Utilities Services Workers and delete two (2) Water Division Crewleaders in the Water System Maintenance Division in the Utilities Department.

43. Allocate nineteen (19) Utility Services Worker IIIs and delete two (2) Water Services Equipment Operator IIs and delete seventeen (17) Water Distribution Operator IIIs in the Water System Maintenance Division in the Utilities Department.

44. Allocate two (2) Utilities Plant Operations Supervisors and delete two (2) Water Distribution and Production Supervisors in the Water Wells and Tanks Division in the Utilities Department.

45. Allocate four (4) Senior Utilities Plant Operators and delete four (4) Water Division Crewleaders in the Water Wells and Tanks Division in the Utilities Department.

46. Allocate two (2) Electrical and Instrumentation Technicians and delete one (1) Electrician – Utilities and delete one (1) Instrumentation Technician in the Water Wells and Tanks Division in the Utilities Department.

47. Allocate thirteen (13) Utilities Plant Operator IIs and delete thirteen (13) Water Production Operator IIs in the Water Wells and Tanks Division in the Utilities Department.

The foregoing resolution was adopted at a regular meeting of the Council of the City of Modesto held on the 10th day of November 2015, by Councilmember Cogdill, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Cogdill, Gunderson, Kenoyer, Zoslocki, Mayor Marsh

NOES: Councilmembers: Madrigal

ABSENT: Councilmembers: Lopez

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

DocuSign Envelope ID: 37328D00-E16A-4A64-84CE-3E3F74BDA0B0

Letter of Agreement between the City of Modesto and

Modesto City Employees Association

This letter of Agreement (LOA) has been jointly prepared by the designated representatives of the City of Modesto (City) and the designated representatives of the Modesto City Employees Association (MCEA) to memorialize a one-time only, non-precedent setting agreement regarding retroactive implementation of 2014 Utilities reclassification and the cash out of Compensatory Time Off (CTO).

The parties agree that:

1. The 2014 Utilities reclassification will be retroactive to pay period beginning December 16, 2014 and will be processed pay period ending November 30, 2015.
2. MCEA members, who are affected by Utilities study reclassifications that would typically trigger cash out of CTO leave, will be allowed to carry that leave on the books through December 28, 2015.
3. The cash out of CTO for such employees' shall occur in the pay period ending January 11, 2016. Employees CTO balance as of December 15, 2014 (prior to reclassification) will be captured. Anytime used or cashed out between December 16, 2014 through December 28, 2015 will be tracked on a First In, First Out (FIFO) basis from the captured balance from December 15, 2014. Any remaining CTO leave from the captured balance from December 16, 2014 after applying FIFO will be cashed out at the employee's former pay rate prior to their reclassification.
4. Employees who voluntarily cash out CTO leave between December 1, 2015 through December 28, 2015 will be cashed out at the employee's former pay rate prior to their reclassification based on the FIFO balance.
5. The parties agree that the delay of CTO cash-in is a one-time only, and is non-precedent setting.

DATE: 10/27/2015 | 6:32 AM PT

DocuSigned by:
For the MCEA: Ronnie Flood
Ronnie Flood, President

DocuSigned by:
For the MCEA:
Mohsen Fahoori, Attorney

DATE: 10-27-2015

For the City:

For the City: Rosemary Haulen

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MODESTO CITY COUNCIL
RESOLUTION NO. 2015-436

RESOLUTION APPROVING A LETTER OF AGREEMENT BETWEEN THE CITY OF MODESTO AND MODESTO CITY EMPLOYEES ASSOCIATION (MCEA) REGARDING THE EFFECTS OF THE IMPLEMENTATION OF 2014 UTILITIES RECLASSIFICATION ON THE CASH OUT OF COMPENSATORY TIME OFF; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE THE NECESSARY ADMINISTRATIVE ACTION TO IMPLEMENT THE AGREEMENT

WHEREAS, in May 2014, the City decided to pursue a classification study for the Utilities Department based on response to reclassification requests and Moss-Adams' recommendation, and

WHEREAS, representatives of the CITY and the MCEA have met and conferred in good faith concerning the effects of the reclassification, and

WHEREAS, MCEA desired a one-time only non-precedent setting to not cash out CTO upon reclassification until December 28, 2015, and

WHEREAS the CITY and MCEA have reached agreement for this one time process through a Letter of Agreement (LOA) which, upon execution, shall be **attached** hereto and made a part hereof, and

WHEREAS, the Council considered this matter at its meeting of November 10, 2015,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Council hereby approves the letter of agreement between the City of Modesto and the Modesto City Employees Association (MCEA), and upon execution of same, a copy of the LOA will be on file in the office of the City Clerk.

BE IT FUTHER RESOLVED by the Council of the City of Modesto that the City Manager or designee is hereby authorized to execute the agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 10th day of November 2015, by Councilmember Cogdill, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	Madrigal
ABSENT:	Councilmembers:	Lopez

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

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MODESTO CITY COUNCIL
RESOLUTION NO. 2015-437

RESOLUTION APPROVING AN AGREEMENT WITH WEST YOST ASSOCIATES, INC. FOR CONSULTANT SERVICES FOR DEVELOPMENT OF THE 2015 URBAN WATER MANAGEMENT PLAN, IN AN AMOUNT NOT TO EXCEED $144,200 FOR THE IDENTIFIED SCOPE OF SERVICES, PLUS $14,420 FOR ADDITIONAL SERVICES (IF NEEDED), FOR A MAXIMUM TOTAL AMOUNT OF $158,620, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the Urban Water Management Planning Act of the California Water Code requires municipal water suppliers providing drinking water to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually, to prepare and adopt an Urban Water Management Plan (UWMP) every five years, and

WHEREAS, this plan is required to define the City's current and future water demand, types of uses, supply sources, supply reliability, and existing conservation measures, and

WHEREAS, the UWMP must be filed with the Department of Water Resources (DWR) by July 1, 2016, and

WHEREAS, the City has previously filed Urban Water Management Plans every five years since 1985, and

WHEREAS, this UWMP update will address recently approved state UWMP Guideline requirements as well as the state legislated 20% per-capita water use reduction by 2020 requirement enacted in November 2009, and

WHEREAS, in addition to meeting all of the state's legislative requirements, the UWMP will serve as a foundational document supporting water supply assessments, local and regional planning efforts, and the City's General Plan updates, and

WHEREAS, the UWMP will also ensure the appropriate level of reliability in water service sufficient to meet the needs of customers during normal, dry, and multiple dry years (drought), and

WHEREAS, the City and Modesto Irrigation District (MID) are jointly coordinating preparation of the UWMP, and

WHEREAS, the DWR requires each agency to prepare an UWMP due to differing water management objectives, and

WHEREAS, as with previous UWMP updates, the DWR allows the City and MID to prepare a joint document where the City prepares its UWMP from the water supplier's perspective while MID prepares its portion of the UWMP from the water wholesaler's perspective, and

WHEREAS, the state finalized the 2015 UWMP Guidelines in September 2015, and

WHEREAS, Due to the schedule deadline to submit the UWMP by July 1, 2016, the requirements for developing the UWMP, and staff's commitments on other large projects, using outside consultant services is the most efficient means to complete this project, and

WHEREAS, in accordance with Administrative Directive 3.1, Selection Procedures for Professional Consultants Who Provide Architectural and Engineering Services for Capital Projects, City staff issued a Request for Proposals to local and non-local consulting firms and two (2) non-local firms responded with submitted proposals, and

WHEREAS, the Selection Committee consisting of Utilities Department staff evaluated the proposals and determined that West Yost Associates, Inc. (West Yost), to be the most qualified to prepare the 2015 UWMP for the City and MID and to update the City's Water Conservation Plan. West Yost's final negotiated cost is $144,200, and

WHEREAS, there are no subconsultants on this project,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with West Yost Associates, Inc. for consultant services for development of the 2015 Urban Water Management Plan, in an amount not to exceed $144,200 for the identified scope of services, plus $14,420 for additional services (if needed), for a maximum total amount of $158,620.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 10th day of November 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-438

RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT WITH G & K ENTERPRISES, LLC FOR CITY-OWNED REAL PROPERTY LOCATED AT 931 TENTH STREET (APN 105-041-006), IN THE AMOUNT OF $15,500 AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT AND ALL NECESSARY DOCUMENTS

WHEREAS, the City of Modesto owns real property on 931 10th Street in downtown Modesto (APN 105-041-006), and

WHEREAS, the Council of the City of Modesto declared this property as surplus and authorized its sale by Resolution No. 2015-302, and

WHEREAS, this property, purchased by the City in 1968 is no longer used by the City and there are no other uses for this property by the City, and

WHEREAS, this property located at 931 10th Street (APN 105-041-006) has been appraised at $15,500, and

WHEREAS, an adjacent property owner desires to purchase this property for the appraised value, and

WHEREAS, this property, due to its small size and being below the minimum lot size for the area's zoning, does not fall within the scope of the Surplus Land Act, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the City Manager, or his designee, to execute the Purchase and Sale Agreement, the Grant Deed, and all necessary sale documents required for the sale of the surplus real property (APN 105-041-006) and all related documents required to close escrow.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 10th day of November, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-439

RESOLUTION AMENDING THE FISCAL YEAR 2015-2016 CAPITAL IMPROVEMENT PROGRAM BUDGET IN THE AMOUNT OF $2,235,400 TO BE TRANSFERRED INTO THE PROJECT FROM WASTEWATER FUND RESERVES IN ORDER TO FULLY FUND THE CONSTRUCTION, CONTINGENCY, CONSTRUCTION ADMINISTRATION, AND DESIGN SUPPORT DURING CONSTRUCTION FOR CANNERY SEGREGATION PUMP REPLACEMENT PROJECT

WHEREAS, certain budgetary transactions are necessary in the amount of $2,235,400, in order to fund construction, contingency, construction administration, City construction forces, design support during construction, including engineering/design/administration support by City staff, for the Cannery Segregation Pump Replacement Project, and

WHEREAS, the Fiscal Year 2015-2016 Capital Improvement Program Budget must be amended as shown in **Exhibit A**, which is incorporated by reference herein,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the amendment of the Fiscal Year 2015-2016 Capital Improvement Program Budget as shown in **Exhibit A**.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 10th day of November 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Exhibit A

Due to construction costs being higher than initially budgeted for the project, line item increases are necessary for CIP Account #100764 "Can Seg Pump Replacement", and the total project costs need to be increased by $2,235,400. This would be done by adjusting Construction by $1,796,820, Construction Administration by $223,860, Contingency-CIP by $171,400, and Engineering/Design/Administration by $43,320.

To fund the above account, $2,235,400 will be transferred from Wastewater Fund Reserves into CIP Project 100764 for the Cannery Segregation Pump Replacement Project.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-440

RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE CANNERY SEGREGATION PUMP REPLACEMENT PROJECT, ACCEPTING THE BID, AND APPROVING A CONTRACT WITH MONTEREY MECHANICAL COMPANY, OF OAKLAND, CALIFORNIA IN THE AMOUNT OF $2,594,000 AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, plans and specifications have been prepared for the Cannery Segregation Pump Replacement Project, and City staff recommends approval by the City Council, and

WHEREAS, the bids received for the Cannery Segregation Pump Replacement Project were opened at 11:00 a.m. on September 2, 2015 for the consideration of the Council, and

WHEREAS, the Director of Utilities has recommended that the bid of $2,594,000 received from Monterey Mechanical Company, of Oakland, California be accepted as the lowest responsible and responsive bid and the contract be awarded to Monterey Mechanical Company.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the plans and specifications for the Cannery Segregation Pump Replacement Project, accepts the bid of Monterey Mechanical Company of Oakland, California in the amount of $2,594,000, and awards Monterey Mechanical Company the contract for the Cannery Segregation Pump Replacement Project.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the contract.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 10th day of November, 2015, by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-441

RESOLUTION OF THE COUNCIL OF THE CITY OF MODESTO CONFIRMING THE CANVASS OF THE REGULAR MUNICIPAL ELECTION WHICH WAS HELD IN THE CITY OF MODESTO ON NOVEMBER 3, 2015, AND DECLARING THE RESULTS OF SAID ELECTION

WHEREAS, on Tuesday, November 3, 2015, a Regular Municipal Election was held in the City of Modesto (herein called "City") and in the Modesto High School District (herein called "District") of Stanislaus County to elect the following:

1. One member to Mayor for a four year term;
2. One Councilmember to District 1 for a four year term;
3. One Councilmember to District 3 for a four year term;
4. One Councilmember to District 6 for a four year term; and
5. Three Board of Education Members for four year terms.

WHEREAS, only one person was nominated for an additional Board of Education Member position with a two-year term. The position was filled by appointment, and so that position was not included in the November 3, 2015, Regular Municipal Election; and

WHEREAS, as set forth in Section 5 hereof, the following ballot measures were submitted to the qualified electors in the November 3, 2015, City of Modesto election: Measure G was a sales tax measure, Measure H was an advisory measure, and Measure I was an initiative to amend the City's General Plan; and

WHEREAS, said election was held on Tuesday, November 3, 2015, in accordance with law and the proceedings of this Council, and the votes thereat received and canvassed, and the returns thereof ascertained, determined, and declared in all respects as required by law, and

WHEREAS, the Stanislaus County Registrar of Voters, at the request of the City Council, canvassed the returns of said regular municipal election in accordance with law, and reported the results of the election of the City Clerk, which the City Clerk certified to the Council by a Certificate of Canvass and Statement of Votes dated November 12, 2015, a copy of which is attached hereto marked **Exhibit "A"** and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Modesto as follows:

SECTION 1. Said election results as shown on the Certificate of Canvass and Statement of Votes and the results of the election are hereby ratified, confirmed, approved, and declared.

SECTION 2. That in accordance with Section 10264 of the Elections Code, a copy of said Certificate of Canvass and Statement of Votes, which is attached hereto marked as Exhibit "A" and made a part hereof, shows a complete tabulation of the following:

(A) The whole number of votes cast for Mayor and in Districts 1, 3 and 6, in the City.

(B) The whole number of votes cast in the Modesto High School District.

(C) The names of the persons voted for.

(D) For what office each person was voted for.

(E) The number of votes given in the City and in the Modesto High School District to each person.

(F) The number of votes given in the City for each Measure.

SECTION 3. That, at said Regular Municipal Election, the following named persons having received a majority of the votes cast for the elective offices, as designated

on Exhibit "A", are hereby declared to be duly and regularly elected to such office, and the City Clerk is hereby directed to issue a Certificate of election to each such persons, certifying his/her election to the office appearing after his/her name, and to administer to each of said persons the oath of office prescribed by the Constitution and laws of the State of California and the Charter of the City, to wit:

Mani Grewal	Councilmember for a term of four years, District 1, Modesto City Council.
Kristi Ah You	Councilmember for a term of four years, District 3, Modesto City Council.
Douglas Ridenour, Sr.	Councilmember for a term of four years, District 6, Modesto City Council.
Amy Elliott Neumann	Member, Modesto Board of Education, for a term of four years.
Steven Grenbeaux	Member, Modesto Board of Education, for a term of four years.
John Walker	Member, Modesto Board of Education, for a term of four years.

SECTION 4. The Charter provides that if no candidate for the office of Mayor of the City of Modesto receives a majority vote at a regular municipal election, a Second Regular Municipal Election shall be held by mail ballot at which the two candidates receiving the highest number of votes at the first regular municipal election shall have their names on the ballot for election of the office. Therefore, the two candidates receiving the highest number of votes for Mayor, Garrad Marsh and Ted Brandvold, shall have their names on the ballot for a run-off election to be held on Tuesday, February 2, 2016.

SECTION 5. The following votes were cast for Measures G, H and I:

Measure	Total Votes For	Total Votes Against
Measure G: Safer Neighborhoods Initiative To implement the Safer Neighborhoods Initiative by restoring police patrols, crime prevention, gang suppression and youth development efforts; removing tagging; reducing nuisance properties; strengthening fire/emergency services; increasing neighborhood collaboration; and to maintain other general city services, shall the City of Modesto enact a ½ percent general sales tax that cannot be taken by the State, expires in 8 years, and requires audits, citizen oversight board reports, and all funds be spent in Modesto?	10,302	13,078
Measure H: Do you want the City Council of the City of Modesto to extend sewer improvements to ten (10) specified residentially developed unincorporated areas, which may include undeveloped parcels, to which Measure M applies and for which an advisory vote has not yet been conducted? The areas that are the subject of this advisory measure are described and depicted on a map included in the sample ballot/ voter information pamphlet.	12,769	9,764
Measure I: Shall the City of Modesto 2008 Urban Area General Plan be amended to establish limit lines (boundaries) for nonresidential and medium and large lot residential development, outside of which areas new development subject to the limits would require voter approval?	11,311	11,526

Measure G. More than a majority of all the votes cast at the election for Measure G were not in favor of said proposed Measure, and said Measure did not carry and was not approved by a majority of the qualified voters voting on said Measure.

Measure H. More than a majority of all the votes cast at the election for Measure H were in favor of said proposed Measure, and said Measure did carry and was approved and ratified by a majority of the qualified voters voting on said Measure.

Measure I. More than a majority of all the votes cast at the election for Measure I were not in favor of said proposed Measure, and said Measure did not carry and was not approved by a majority of the qualified voters voting on said Measure.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of November, 2015 by Councilmember Lopez, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Cogdill, Gunderson, Kenoyer, Lopez, Madrigal, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(Seal)

APPROVED AS TO FORM:

By: _____
ADAM LINDGREN, City Attorney

EXHIBIT A

CERTIFICATE OF CANVASS
AND
STATEMENT OF VOTE

CITY OF MODESTO REGULAR MUNICIPAL ELECTION
November 3, 2015

I, Stephanie Lopez, City Clerk of the City of Modesto, do hereby certify that I caused the Stanislaus County Clerk's Office, on November 3, 2015, to publicly canvass the returns of the City of Modesto Regular Municipal Election held on November 3, 2015, in accordance with Modesto City Council Resolution 67-36. The following are the results of said election:

CANDIDATES	NUMBER OF VOTES	PERCENTAGE OF VOTE
Mayor, Modesto City Council		
Garrad Marsh	9,053	39.07%
Ted Brandvold	7,027	30.33%
Dave Lopez	4,667	20.14%
Carmen Sabatino	2,115	9.13%
Armando Arreola	255	1.10%
Total Votes Cast for Mayor	23,117	
District 1, Modesto City Council		
Mani Grewal	2,792	69.64%
John Lane Gunderson	646	16.11%
Ron Hurst	565	14.09%
Total Votes Cast for District 1	4,003	
Non-Qualified Write-in Candidates	6	
District 3, Modesto City Council		
Kristi Ah You	2,419	51.16%
Patricia Gillum	1,827	38.64%
Joe Williams	464	9.81%
Total Votes Cast for District 3	4,710	
Non-Qualified Write-in Candidates	18	
District 6, Modesto City Council		
Doug Ridenour, Sr.	2,336	59.46%
David Wright	1,586	40.37%
Total Votes Cast for District 6	3,922	
Non-Qualified Write-in Candidates	7	

MEASURES	NUMBER OF VOTES	PERCENTAGE OF VOTE

Measure G
Safer Neighborhoods Initiative To implement the Safer Neighborhoods Initiative by restoring police patrols, crime prevention, gang suppression and youth development efforts; removing tagging; reducing nuisance properties; strengthening fire/emergency services; increasing neighborhood collaboration; and to maintain other general city services, shall the City of Modesto enact a ½ percent general sales tax that cannot be taken by the State, expires in 8 years, and requires audits, citizen oversight board reports, and all funds be spent in Modesto?

13,078	**NO**	**55.94%**
10,302	Yes	44.06%

Measure H
Do you want the City Council of the City of Modesto to extend sewer improvements to ten (10) specified residentially developed unincorporated areas, which may include undeveloped parcels, to which Measure M applies and for which an advisory vote has not yet been conducted? The areas that are the subject of this advisory measure are described and depicted on a map included in the sample ballot/ voter information pamphlet.

12,769	**YES**	**56.67%**
9,764	No	43.33%

Measure I
Shall the City of Modesto 2008 Urban Area General Plan be amended to establish limit lines (boundaries) for nonresidential and medium and large lot residential development, outside of which areas new development subject to the limits would require voter approval?

11,526	**NO**	**50.47%**
11,311	Yes	49.53%

CANDIDATES	NUMBER OF VOTES	PERCENTAGE OF VOTE
Member, Modesto Board of Education – 4 year term		
Amy Elliott Neumann	15,342	31.09%
Steven Grenbeaux	12,256	24.84%
John Walker	11,307	22.92%
Chad W. Brown	10,263	20.80%
Non-Qualified Write-in Candidates	175	.35%
VOTER TURNOUT:	**49,168**	**100%**

	TOTAL REGISTERED VOTERS	TOTAL TURNOUT	TURNOUT PERCENTAGE
City of Modesto, Mayor	91,748	23,764	25.90%
City of Modesto Council District 1	14,830	4,197	28.30%
City of Modesto Council District 3	17,083	4,932	28.87%
City of Modesto Council District 6	15,973	4,092	25.62%
Measures G, H and I	91,748	23,764	25.90%
Modesto High School District	115,793	26,966	23.29%

STEPHANIE LOPEZ
City Clerk
City of Modesto

November 24, 2015

EXHIBIT A

CERTIFICATE OF CANVASS
AND
STATEMENT OF VOTE

CITY OF MODESTO REGULAR MUNICIPAL ELECTION
November 3, 2015

I, Stephanie Lopez, City Clerk of the City of Modesto, do hereby certify that I caused the Stanislaus County Clerk's Office, on November 3, 2015, to publicly canvass the returns of the City of Modesto Regular Municipal Election held on November 3, 2015, in accordance with Modesto City Council Resolution 67-36. The following are the results of said election:

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Total Votes Cast for District 3	4,710	
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Doug Ridenour, Sr.	2,336	59.46%
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MEASURES	NUMBER OF VOTES	PERCENTAGE OF VOTE

Measure G

Safer Neighborhoods Initiative To implement the Safer Neighborhoods Initiative by restoring police patrols, crime prevention, gang suppression and youth development efforts; removing tagging; reducing nuisance properties; strengthening fire/emergency services; increasing neighborhood collaboration; and to maintain other general city services, shall the City of Modesto enact a ½ percent general sales tax that cannot be taken by the State, expires in 8 years, and requires audits, citizen oversight board reports, and all funds be spent in Modesto?

13,078	**NO**	**55.94%**
10,302	Yes	44.06%

Measure H

Do you want the City Council of the City of Modesto to extend sewer improvements to ten (10) specified residentially developed unincorporated areas, which may include undeveloped parcels, to which Measure M applies and for which an advisory vote has not yet been conducted? The areas that are the subject of this advisory measure are described and depicted on a map included in the sample ballot/ voter information pamphlet.

12,769	**YES**	**56.67%**
9,764	No	43.33%

Measure I

Shall the City of Modesto 2008 Urban Area General Plan be amended to establish limit lines (boundaries) for nonresidential and medium and large lot residential development, outside of which areas new development subject to the limits would require voter approval?

11,526	**NO**	**50.47%**
11,311	Yes	49.53%

CANDIDATES	NUMBER OF VOTES	PERCENTAGE OF VOTE
Member, Modesto Board of Education – 4 year term		
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City of Modesto Council District 6	15,973	4,092	25.62%
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Modesto High School District	115,793	26,966	23.29%

STEPHANIE LOPEZ
City Clerk
City of Modesto

November 24, 2015

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-442

RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE A CONTRACT EXTENTION WITH DATA PATH, INC., OF MODESTO, CA, A PROFESSIONAL FIRM, TO PROVIDE CONTINUED CHIEF INFORMATION OFFICER SERVICES FOR THE CITY FOR AN ADDITIONAL SIX MONTHS TERM WITH A MONTHLY COST NOT TO EXCEED $17,578 AND TO CONTINUE WITH JOHN DICKEY AS CHIEF INFORMATION OFFICER

WHEREAS, on February 24, 2015, the City Council approved the re-establishment of the position of Chief Information Officer, and

WHEREAS, the City Council needed to appoint an Interim Chief Information Officer to fill the role of Chief Information Officer within City service, and

WHEREAS, on March 24, 2015 the City Manager's Office contracted with Data Path, Inc., a Modesto-based Information Technology consulting firm to provide interim Chief Information Officer services and hired Mr. John Dickey as interim Chief Information Officer, and

WHEREAS, the City Manager's Office desires to continue to have Mr. Dickey serve as the City's Chief Information Officer and to enter into an extension with Data Path for the Chief Information Officer services.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves and authorizes the City Manager or his designee to negotiate and execute a professional services agreement consistent with City's policies, and as approved by the city attorney with Data Path, Inc., a professional firm, to provide Chief Information Officer services with the City, and continue with John Dickey as Chief Information Officer for an additional six month term.

BE IT FURTHER RESOLVED that terms of the Agreement shall be consistent with the Scope of Work to this Resolution as **Exhibit A**.

The foregoing resolution was introduced in a regular meeting of the Council of the City of Modesto held on the 24th day of November 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Interim Services

The CIO will support senior management by providing transitional or long term leadership and management for programs, projects, infrastructure or operations and has the experience to deliver the results you need. For instance:

Strategic Planning

The CIO will aid the city in building a solid strategic foundation by designing and managing creative, collaborative strategic planning processes. He will assist in defining government's technology and business process objectives, actions and timetables linked to mission and financial projections and plans. He will also facilitate decisions by all stakeholders resulting in plans that are actionable and client-owned.

Enterprise Systems (ERP, HRIS, Finance, CAD, Supply Chain, Logistics...)

The CIO will support the due diligence process of requirements definition, solution identification, validation, inspection, selection, negotiation, implementation planning, provisioning, configuring, testing, training and production. Having successfully directed this process for small, medium and large organizations, he has the necessary experience to ensure your success as well.

Lean Business Processes

Process identification, value-stream mapping, streamlining and/or automation can be daunting. The CIO knows Process Engineering inside out and can assist you in:

- Identifying your key business processes in need of improvement
- Identifying the critical people, actions and communications needed in each process flow
- Mapping both current and future states
- Developing the plans to implement
- Optimizing new processes and measuring their effectiveness

eGovernment

The CIO will help you analyze your organization's potential for on-line success, define your requirements, metrics, as well as develop an egovernment strategy, design your information architecture, wireframes, process flows and site maps. He'll also assist in selecting the best third party developers and integrators when needed.

IT Governance and Staffing

The CIO can evaluate strengths and opportunities of staff as well as professional development needs. He will help determine appropriateness of the City's IT organization's alignment in support of the various entities and missions of concern. He is also an expert at team building, establishing customer focus, responsiveness and mentoring prospective leaders. He will help rationalize or establish best practices in IT governance from portfolio management to customer-based prioritization.

Architecture/Infrastructure Optimization

The CIO will work with customers and IT Service providers to establish best service levels and associated architectural configurations as well as rational migration plans.

Partnerships

The CIO is adept at establishing constructive professional relationships with senior executives and other leaders across the organization.

Additional Duties

Plan, organize, direct and review the activities and operations of the Information Technology Department functions including Information Services, System Development and Support Services, Network Services and Geographic Information Systems; to provide leadership to the department and the City organization; to coordinate assigned activities with other departments and outside agencies

Exercises direct supervision over assigned management, supervisory, professional, technical and administrative support personnel.

Develop, plan and implement Department goals and objectives; recommend and administer policies and procedures.

Coordinate Department activities with those of other departments and outside agencies and organizations; provide staff assistance to the Deputy City Manager, City Manager, and City Council; prepare and present staff reports and other necessary correspondence.

Direct, oversee and participate in the development and administration of the Information Technology Department budget; direct the forecast of additional funds needed for staffing, equipment, materials and supplies; monitor and approve expenditures; implement mid-year adjustment.

Select, train, motivate and evaluate personnel; provide or coordinate staff training; conduct performance evaluations; implement disciplinary actions and terminations; maintain discipline and high standards necessary for the efficient and professional operation of the Department.

Develop and implement long and short-term strategic plans in support of department and City-wide goals and objectives.

Work with consultants, advisory teams, technology providers, and other resources in order to recommend policy direction to the Deputy City Manager, City Manager, and City Council for technology enhancements.

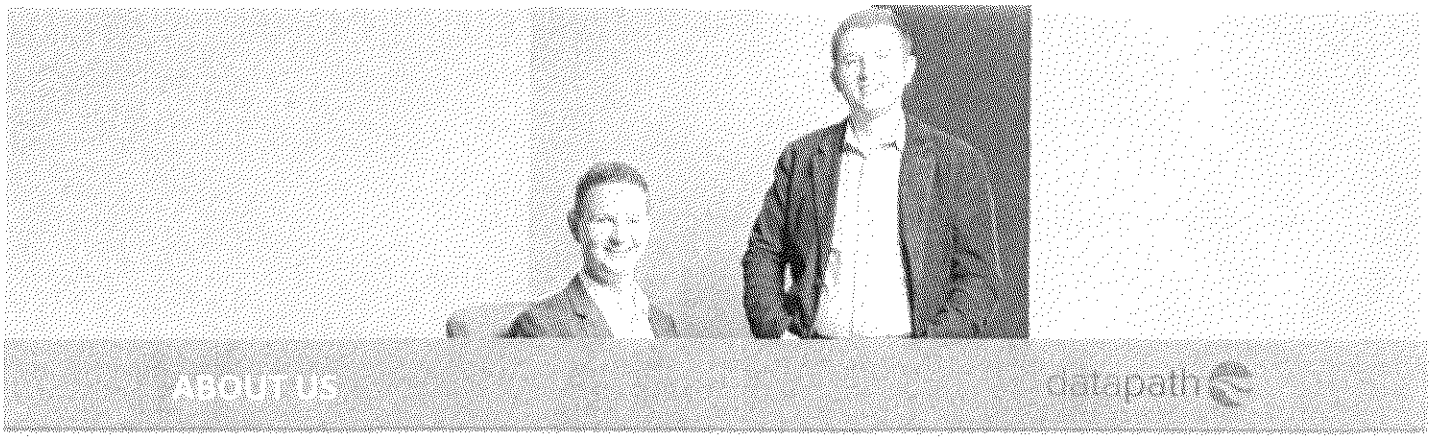
Utilize Customer Relations Management (CRM) and other strategies to improve internal and external customer relations, Ensure staff understanding and skills for effective customer service support, including the need for timely assistance, swift resolution of problems and expeditious review of user complaints.

Provide users with cost effective long-range solutions to complex systems and technical problems; develop, justify, acquisition, and implement major information technology related projects and programs.

Oversee the completion of comprehensive information technology studies; review reports of findings and make recommendations, as appropriate.

Conduct research, analysis, and special studies on complex and sensitive administrative and policy issues, and prepare reports with recommendations for appropriate action.

Represent the Department to outside groups and organizations; participate in outside community and professional groups and committees; provide technical assistance as necessary.



Long-term friends and Central Valley residents, James Bates and David Darmstandler founded Data Path in June of 2005. In 2004, James and David started meeting regularly to write their business plan for Datapath. They met with local business and organization leaders in the area to discover what their experience was with their current IT departments and IT consulting companies. They found that leaders were frustrated with their IT support not understanding their organizations, being unresponsive to needs, not planning for the future and were unable to view decisions with a "return-on-investment" mindset.

With these discoveries, James and David built the Datapath service model to address and overcome the negative experience leaders were having. Through unmatched customer service, support and proactivity of innovative IT solutions, Data Path quickly grew to be one of the regions highest=regarded and most awarded IT consulting firms.

Data Path currently supports and manages more than 6,000 computers and 600 servers, overseeing the support and resolution of more than 1,500 support requests per month, with daily exposure to various software packages, network equipment and computer systems spread across a diverse client base.

Number of Clients: 350+
Number of Public Sector Clients: 40+
Length of time in business of providing proposed services: 10 years+
Number of fulltime personnel: 35
Technical Engineers: 28
Sales, Marketing and Administrative support: 6
External Consultants and Coaches: 2
Location for service and headquarters: 318 McHenry Ave., Modesto, California 95354

Legal Name: Data Path, Inc.
Physical Address: 318 McHenry Ave., Modesto, CA 95354
Phone: 209-521-0055 **Fax:** 888-499-1959

To accept this agreement please sign and date below.

"CONTRACTOR"

Data Path Incorporated,

a California corporation

318 McHenry Ave.

Modesto, California 95354

By: _____
(Please Print)

Signature: _____

Dated: _____

"CLIENT"

City of Modesto

1010 10th Street S-5300

Modesto, CA 95353

By: James Bates
(Please Print)

Signature: _____

Dated: 11-13-2015

Exhibit A-1

EXHIBIT A

datapath

318 McHenry Ave., Modesto, CA 95354
t. 209.521.0055 f. 888.499.1959

QUOTE

Number DPQQ9264-1

Date Nov. 11, 2015

Sold To	Ship To
City of Modesto	**City of Modesto**
1010 10th Street S-5300 P.O. Box 642 Modesto, CA 95353 United States	1010 10th Street S-5300 P.O. Box 642 Modesto, CA 95353 United States

Qty	Description	Unit Price	Ext. Price
1	CIO Consulting Services	$17,578.00 / MO	$17,578.00

- **Per Diem charges may apply for travel outside of the local area.**

SubTotal	$17,578.00
Tax	$0.00
Shipping	$0.00
Total	**$17,578.00**

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-443

RESOLUTION APPROVING THE ACCEPTANCE OF THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT FOR ALTERNATIVE FUEL VEHICLE GRANT AND AUTHORIZING THE FIRE CHIEF, OR HIS DESIGNEE, TO EXECUTE ALL GRANT-RELATED DOCUMENTS

WHEREAS, on June 24, 2014 by Resolution No. 2014-246 the Modesto City Council approved the submittal of application(s) to the San Joaquin Valley Air Pollution Control District for Alternative Fuel Vehicle Grant, and

WHEREAS, Staff recommends acceptance of this grant as the funds provided will pay for the purchase of an alternative fuel staff vehicle, and

WHEREAS, the purchase of this vehicle will allow for replacement of an aging and unreliable vehicle while moving the current fleet toward being more economical and eco-friendly, and

WHEREAS, the fiscal impacts will be minimal as the required funds for the purchase of the vehicle, will be offset by the savings realized through the San Joaquin Valley Air Pollution grant and the California State Clean Fuel Rebate Program, and

WHEREAS, the impact to the General Fund will be $3,189.96 and these funds are available in the current fiscal year 2015-2016 budget and will be paid out of account number 0100-18610-57003.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the acceptance of the San Joaquin Valley Air Pollution Control District for Alternative Fuel Vehicle Grant.

BE IT FURTHER RESOLVED that the Fire Chief, or his designee, is hereby authorized to execute all grant-related documents, and enter into an agreement to receive the grant funds, if awarded.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of November, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-444

RESOLUTION APPROVING A FIRST RESPONDER ADVANCED LIFE SUPPORT AGREEMENT BETWEEN THE MODESTO FIRE DEPARTMENT AND MOUNTAIN VALLEY EMS AGENCY, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the City of Modesto Fire Department has been under contract with the Local EMS Agency since 2005 to provide a First Responder Advanced Life Support program, and

WHEREAS, the current agreement has been in place since January 1st, 2011 and will expire on December 31st, 2015, and

WHEREAS, pursuant to California Health and Safety Code, Section 1797.200, the County of Stanislaus has designated the Mountain Valley EMS Agency to be the local EMS Agency and to develop a written agreement with any qualified Paramedic Service Provider that wishes to participate in the Advanced Life Support program in the County of Stanislaus, and

WHEREAS, Title 22 California Code of Regulations Section 100167(b) (4) requires Paramedic Service Providers to have a written agreement with the local EMS Agency to provide advanced life support, and

WHEREAS, the proposed agreement will expire April 30th, 2018; the previous agreement was for four years. The purpose of the reduced term is to have our agreement term in line with the current advanced life support transport agreements.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a First Responder Advanced Life Support agreement between the Modesto Fire Department and Mountain Valley EMS Agency.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the agreement.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Modesto held on the 24th day of November, 2015 by Council Member Kenoyer, who moved its adoption, which motion being duly seconded by Council Member Madrigal, was upon roll call carried and the resolution adopted by the following votes:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-445

RESOLUTION RESCINDING RESOLUTION 2014-519 AND APPROVING AMENDED LANGUAGE TO MAKE BENEFIT OFFERINGS FOR UNREPRESENTED MANAGEMENT AND CONFIDENTIAL EMPLOYEES CONSISTENT WITH THOSE IN REPRESENTED UNITS AS WAS ORIGINALLY INTENDED; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE THE NECESSARY ADMINISTRATIVE ACTION TO IMPLEMENT THE CHANGES.

WHEREAS, by Resolution No 2014-519, which became effective on December 2, 2014, the City Council approved salary and benefit changes to Unrepresented Management and Confidential employees, including Charter Officers and Executives, and

WHEREAS, the City has historically implemented terms and conditions of employment for Unrepresented Management and Confidential consistent with the terms and conditions of employment covering employees in the management units,

WHEREAS, Resolution No. 2014-519 was written incorrectly and needs to be rescinded,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto as follows:

SECTION 1. PROBATIONARY PERIOD. All original and promotional appointments to positions in the Classified Service shall be tentative and subject to a probationary period of one year from the date of appointment to the position. The purpose of the probationary period is to train, observe and evaluate the employee on conduct, performance, attitude, adaptability and job knowledge.

Time spent on any leave of absence, or time during which an employee is unable to perform the full range of duties due to injury or illness, whether or not job-related, shall not be considered as part of any probationary period, and such time will be added to the probationary period.

During the probationary period an employee may be released at any time without right of appeal. Written notice of release shall be furnished to the probationer. An employee released during or at the conclusion of probation following a promotion, shall be reinstated to the position previously held, at the former salary step, except if the reasons for release are cause for dismissal.

SECTION 2. COMPENSATORY TIME OFF CAP. Management and Confidential employees who are overtime-eligible shall be paid quarterly for all CTO over their established cap. For employees hired on or after December 6, 2005, the CTO cap shall be 100 hours. For employees hired before December 6, 2005, the cap shall be 160 hours.

SECTION 3. ADDITIONAL HOLIDAY. Unrepresented employees shall receive additional paid days off for FY2015/16 on November 25, December 23 and 24. Employees scheduled to work during either of these holiday closure periods will be granted equivalent holiday leave hours that must be used no later than June 27, 2016. This holiday leave will be non-precedent setting.

SECTION 4. HOLIDAY CAP. Holiday time for unrepresented non-sworn employees may be accrued up to a maximum of 40 hours. When the employee reaches the 40 hour maximum, additional holiday time shall be compensated in cash at straight time rates on a quarterly basis.

SECTION 5. MANAGEMENT LEAVE. Commencing January 1, 2012, management employees in exempt regular positions shall be advanced 80 hours of Management Leave (Fire Battalion Chiefs on a 56-hour schedule shall be advanced 112 hours) January of each calendar year to be taken at the discretion of the employee and upon approval of City Manager, or designee, and shall be prorated for less than full-time employees. Management Leave will be

forfeited if not used or cashed out by the last pay period ending in December. An exempt employee hired after Management Leave has been advanced shall be eligible for a pro-rated portion of Leave.

In the event of separation from City employment of any person who has taken Management Leave prior to the time all of said leave is earned, the employee shall be required to make full restitution to the City for that portion of leave taken but remaining unearned on the date of termination of employment. Employees separating from City service will be paid for earned Management Leave credit.

SECTION 6. MANAGEMENT LEAVE ANNUAL CASHOUT. The maximum number of hours available for cash out each December shall be 40 hours annually for Management employees. All employees may cash out Management Leave once annually during the pay period in which December 1 falls.

Effective December 2007, the maximum annual cash out shall be 80 hours for Executives and Charter Officers, and 60 hours for Police Captains, Fire Battalion Chiefs, Fire Division Chiefs, Deputy Directors, Assistant City Attorney and Deputy City Attorney I/II/III/Senior. For Fire Battalion Chiefs on a 56-hour schedule, the maximum cash out shall be 84 hours.

SECTION 7. MEDICAL LEAVES OF ABSENCE. Effective December 6, 2005, employees requesting an Authorized Medical Leave of Absence without pay, due to a medical incapacity to perform the duties of their position, must provide written medical verification of a long-term disability, illness or injury.

SECTION 8. CATASTROPHIC LEAVE. Effective December 6, 2005, employees requesting Catastrophic Leave donations must provide a written medical verification of long term illness or injury, or verification of a family member's illness or injury.

SECTION 9. NEGATIVE VACATION. Effective March 7, 2006, use of negative vacation will be permitted only for extenuating circumstances and will require the approval of the City Manager, or designee.

SECTION 10. LEAVE CASHOUTS FOR SWORN FIRE MANAGEMENT EMPLOYEES. Sworn Fire Management employees in the classifications of Fire Battalion Chief, Fire Division Chief and Fire Chief working a 40 hour schedule shall be afforded the opportunity to cash out up to 61 hours of vacation leave per calendar year (at straight time rates) and up to 88 hours of holiday leave per calendar year (at time and one-half), effective July 1, 2003. Employees in the classification of Fire Battalion Chief working a 56 hour schedule shall be afforded the opportunity to cash out up to 72 hours of vacation leave per calendar year (at straight time rates) effective June 20, 2000, and up to 132 hours of holiday leave per calendar year (at time and one-half). Holiday leave may not be carried over year-to-year regardless of the schedule worked.

SECTION 11. SICK LEAVE. Non-sworn employees hired on or before December 31, 2010 shall have all accrued sick time transferred to a grandfathered sick leave bank effective the pay period ending October 22, 2012. Sworn employees hired on or before December 31, 2010 shall have all accrued sick time transferred to a grandfathered sick leave bank effective pay period ending August 25, 2014. For employees hired on or before December 31, 2010 and who promoted to an unrepresented management classification, employee's grandfathered accrued balance and regular sick accrued balance shall follow the employee. Employees who promote from MCFFA shall have their sick leave balance as of promotion date split between grandfathered sick leave and regular sick leave as follows:

- Grandfathered sick bank – Eligible for sick leave balance on the books as of September 8,

2015, reduced by hours previously converted to Deferred Compensation, and up to the amount of hours in employee's sick leave bank upon promotion.

- Regular sick bank – remaining sick leave balance as of promotion date not grandfathered

When taking sick leave, employees with grandfathered sick leave banks shall utilize new sick leave accrued hours prior to utilizing hours from the grandfathered bank.

SECTION 12. SICK LEAVE CASHOUT FOR SWORN FIRE MANAGEMENT EMPLOYEES. Sworn Fire management employees who leave City service in good standing (other than retirement) after five (5) years of continuous service, shall be paid the first twenty-two hundred (2,200) hours of their current unused grandfathered sick leave, reduced by hours previously converted to Deferred Compensation, as follows: (1) Ninety (90%) percent of sick leave hours as of the date of the employee's initial promotion to a management classification shall be paid out at the current regular rate of pay (top step) for Fire Captain, and (2) In addition, twenty-five (25%) percent of the remaining sick leave hours accrued after promotion to a management classification shall be paid out at the employee's then current regular rate of pay.

SECTION 13. PROMOTION. Employees promoted on or after November 17, 2015, prior to an employee's promotion to an unrepresented management classification, all compensatory time off (CTO) and grandfathered compensatory time off (GCTO) shall be compensated in cash at the employee's then current regular rate of pay.

SECTION 14. MASTERS DEGREE INCENTIVE PAY. Effective June 29, 2004, employees who possess a Master's Degree or Juris Doctor from an accredited institution, shall be granted one and one half (1.5%) percent Masters Pay, subject to criteria as established by the City.

SECTION 14. REGISTRATION AND CERTIFICATION FEES. Effective July 1,

2003, when an employee is required by the City to obtain or renew a certificate, license or registration in order to carry out their assigned duties, except a California Class C Driver's License, the City will pay the fee for the actual certificate, license or registration, (and exam fee, if any).

SECTION 15. VEHICLE ALLOWANCE. Per Resolution No. 2001-271 effective July 1, 2001, the vehicle allowance for Executives and Charter Officers who receive an allowance, shall be $400/month, and the City Manager is authorized to grant Deputy Directors either an assigned City vehicle or a vehicle allowance in the amount of $300/month. The City Manager is also authorized to grant selected Management employees a vehicle allowance of $100-$200/month based on Department Director recommendation and an annual justification relating to extensive use of a personal vehicle while conducting City business. Effective May 27, 2008, per Resolution 2008-305, the vehicle allowance for Charter Officers is increased to a maximum of $500/month.

SECTION 16. UNIFORM ALLOWANCES. Uniform allowances for unrepresented Management and Confidential employees who are required to wear a uniform, are as follows:

Positions	Effective Date	Allowance
Sworn Police	February 1, 2015	$101.67
Sworn Fire Management	July 1, 2007	$85.00

SECTION 17. POST CERTIFICATION PAY. Effective August 26, 2014, Police Captains who provide evidence that they have received a Supervisory POST Certificate shall be eligible for three and two tenths percent (3.2%) certification pay. Effective August 26, 2014, Police Captains who provide evidence that they have received a Management POST Certificate shall be eligible for five and seven tenths percent (5.7%) certification pay. These amounts are

not cumulative and Captains receiving Management POST pay shall not also receive Supervisory POST pay. The maximum allowable POST pay is 5.7%.

SECTION 18. ASSISTANT CHIEF OF POLICE ASSIGNMENT PAY. Effective May 26, 1998, subject to the approval of the City Manager, the Police Chief may appoint employees currently employed by the Police Department in the classification of Police Captain to the assignment of Assistant Chief of Police. Such appointment may be made without competitive examination and shall continue at the will and pleasure of the Police Chief. The Police Chief may end the assignment at any time and such employee shall return to an assignment as Police Captain (unless removed due to dismissal) at a step no lower than the step the employee held at time of assignment. The total number of assignments shall be at the sole discretion of the City Manager.

SECTION 19. EMERGENCY MEDICAL TECHNICIAN CERTIFICATION PAY. Sworn Fire Management employees in the classifications of Fire Battalion Chief and Fire Division Chief, who are certified as Emergency Medical Technicians (EMT-I), shall receive a monthly allowance equivalent to five percent (5.0%) of the base salary for their classification.

SECTION 20. HAZARDOUS MATERIALS CERTIFICATION PAY. Effective July 1, 2003, one (1) Fire Department Battalion Chief or Division Chief shall be authorized five percent (5%) Haz Mat Pay, when certified as a Hazardous Materials Specialist and assigned to administer the City of Modesto's participation in the Regional Hazardous Materials Response Team. This pay replaced the annual Haz Mat Stipend.

SECTION 21. ALS PARAMEDIC PAY. Effective July 14, 2015, one (1) Fire Department Battalion Chief or Division Chief shall be authorized six percent (6%) ALS Paramedic pay, when assigned to the ALS Paramedic Program and have the required California

State Paramedic License and all additional local required ALS certifications.

SECTION 22. FIRE CHIEF OFFICER SHIFT STIPEND. Effective December 2, 2014, Fire Battalion Chiefs and Fire Division Chiefs assigned to work extra shifts in order to maintain a consistent staffing of two (2) Battalion Chiefs to the extent possible, may receive a stipend of one thousand five hundred dollars ($1,500) per 24-hour shift. Criteria for assignment to extra shifts with the stipend shall be at the discretion of the Fire Chief, who shall also determine when staffing at the level of one Battalion Chief is acceptable. The Fire Chief shall annually determine the maximum number of assignments available for stipend, subject to funds budgeted and the needs of the City. As FLSA Exempt management employees, Fire Battalion Chiefs and Fire Division Chiefs may be required to work both emergency and non-emergency assignments without additional compensation.

SECTION 23. MUTUAL AID ASSIGNMENT. Sworn Fire Management employees in the classification of Fire Battalion Chief and Fire Division Chief shall receive a stipend when assigned to fill Strike Team and Task Force Leader assignments. Fire Battalion Chiefs assigned as Strike Team or Task Force Leader or Strike Team or Task Force Leader Trainee shall receive a stipend of $1500 for a 24 hour period. Fire Division Chiefs assigned as Strike Team or Task Force Leader or Strike Team or Task Force Leader Trainee shall receive a stipend of $1500 for a 24 hour period subject to the following conditions:

1. The assignment results from a request through the California Office of Emergency Services.
2. The assignment is subject to reimbursement through the "Cooperative Agreement for Local Government Fire Suppression."
3. Regularly scheduled work hours are not included and partial periods are pro-rated to

the nearest hour.

The City Manager is authorized to adjust the stipend amount, from time to time, consistent with increases in overall Fire Management salaries and reimbursement rates.

SECTION 24. DEFERRED COMPENSATION 457 PLAN. The CITY shall continue to provide access to a 457 deferred compensation program authorized by the City Council for the voluntary participation of City employees. In addition, the CITY shall match on behalf of a participating employee in a regular position, one and one-half percent (1.5%) of an employee's regular rate of pay on a bi-weekly basis; provided, the employee is contributing at least one and one-half percent (1.5%). For such employees who have been continuously employed by the CITY for nine (9) or more years, the CITY shall contribute two and one-half percent (2.5%); provided the employee is contributing at least two and one-half percent (2.5%). Effective January 1, 2006, this increase in the City's contribution shall be effective with the first pay period to begin in the month following completion of nine (9) years of service, provided that the employee has completed any required documents.

SECTION 25. DEFERRED COMPENSATION 401(a) MONEY PURCHASE PLANS. The 401(a) Money Purchase Plans shall provide for a City-paid contribution and equal mandatory employee contribution, effective January 1, 2006, of 5% for Charter Officers, 3% for Executives other than Charter Officers, and 2% for all other unrepresented Management and Confidential employees.

SECTION 26. HEALTH, DENTAL AND VISION BENEFITS. The City's contribution to health, dental and vision benefits for Unrepresented Management and Confidential employees, including Charter Officers and Executives, shall be a three-tier system as follows:

<u>City Contribution (monthly)</u>
<u>Sworn and Non-Sworn</u>

	1/1/2015
Employee + Family	$1214
Employee +1 Dependent	$858
Employee Only	$621
Opt Out	$450

The City shall deposit into the employee's deferred compensation account any balance remaining from the above listed contributions not needed to pay for the employee's health, dental or vision premiums. Effective July 22, 2008, for employees enrolled in the City-sponsored High Deductible Health Plan, any balance of said contributions shall be directed to the employee's Health Savings Account. Only in the event that an employee does not qualify for enrollment into a Health Savings Account, the City shall deposit any balance of the above contribution not needed to pay for the employee's combined premium into the employee's deferred compensation account.

Effective July 26, 2005, the City's contribution toward unrepresented employees with Family coverage shall not exceed the actual premium amount for the lowest cost health (HMO Plan), dental and vision plans offered by the City, regardless of the health plan selected by the employee or the contribution amounts listed above.

SECTION 27. DOMESTIC PARTNERS. Benefits applicable to spouses shall be extended to registered domestic partners, as required by law.

SECTION 28. RETIREE HEALTH INSURANCE. Employees who retire prior to December 31, 2015, may elect on a one-time basis at retirement to purchase health, dental and vision insurance under a City-authorized plan and are responsible for all cost.

Non-sworn employees hired on or before December 31, 2010 and who retire from the City prior to October 23, 2012 after five (5) years of continuous service in good standing may, on a one-time basis, exercise the option to have ninety percent (90%) of their unused

grandfathered sick leave applied by the City upon retirement to premiums for health, dental and vision insurance plans covered by the CITY at the rate of eight (8) hours equals one month of contribution. Said insurance contribution shall be provided in an amount up to that contributed to active employees subject to changes in the median priced health HMO plan for active employees, as needed to cover the cost of retiree health, dental and vision premium.

Non-sworn employees hired on or before December 31, 2010 and who retire from the City between October 23, 2012 and December 31, 2014, after five (5) years of continuous service in good standing may, on a one-time basis, exercise the option to have ninety percent (90%) of their unused grandfathered sick leave applied by the City upon retirement to premiums for health, dental and vision insurance plans covered by the CITY at the rate of eight (8) hours equals one month of contribution. Said insurance contribution shall be provided as needed to cover the cost of retiree health, dental and vision premiums up to a monthly rate of $621 for retiree without dependents and up to $1,100 for retirees with dependent coverage.

Sworn employees hired on or before December 31, 2010 and who retire from the City prior to January 1, 2015, after five (5) years of continuous service in good standing may, on a one-time basis, exercise the option to have ninety percent (90%) of their unused grandfathered sick leave applied by the City upon retirement to premiums for health, dental and vision insurance plans covered by the CITY at a rate of eight (8) hours equals one month of contribution (employees promoted on or after December 30, 2014 into a Fire Unrepresented position on a 56-hour schedule, shall have hours at retirement applied at a rate of twelve (12) hours equals one month of contribution). Said insurance shall be provided in an amount up to that contributed to active employees subject to changes in the median priced health HMO plan for active employees, as needed to cover the cost of retiree health, dental and vision premium.

For all Non-Sworn and Sworn employees hired on or before December 31, 2010 who retire from the City on or after January 1, 2015, the City will no longer offer retiree medical plans through City's group plans effective December 31, 2015, however, retirees may elect on a one-time basis at retirement the option to purchase and maintain City's dental and vision plans at retiree's cost. For these employees who retire after five (5) continuous years of service in good standing may, on a one time basis, have ninety (90%) percent of their unused grandfathered sick leave converted to the City sponsored defined contribution retiree medical benefit plan at the rate of eight (8) hours equals one month of contribution (Fire Unrepresented position on a 56-hour schedule, shall have hours at retirement applied at a rate of twelve (12) hours equals one month of contribution) to purchase medical insurance. For each eight hours (or twelve hours) converted to the retiree medical program, the recipient shall be provided a monthly contribution under one of the following schedules:

Non-Medicare Eligible Recipient		Medicare Eligible Recipient	
Retiree Only	= $500	Retiree Only =	$250
Retiree +1 Dep =	$1,000	Retiree +1 Dep =	$500
Retiree + Family=	$1,000	Retiree + Family =	$500

Combined contributions for Retirees

1 Non-Medicare + 1 Medicare coverage = $750

Retiree only contribution for eligible recipients is allowable regardless of where the retiree acquires authorized and legitimate medical insurance coverage (i.e. through State Exchange, through individual insurance company, through a current employer, or through spouse employer). Retiree shall not be eligible to receive a contribution for dependent, spouse, or registered domestic partner under the Retiree + 1 or Retiree + Family levels if retiree's

dependent, spouse, or registered domestic partner has medical insurance coverage through their current employer, is covered under Retiree's current employer, or if Retiree does not purchase individual insurance for dependent. Upon retirement only, the City shall transfer contributions based on eligibility above into the City's sponsored Retiree Health Reimbursement Arrangement (HRA) for the individual. Employees will not be eligible for these contributions should they separate from City service prior to retirement. Contributions to eligible retirees will be made as follows: Upon Retirement – initial contributions will be made for the months following loss of coverage with City through either December 31st or June 30th, whichever date is earlier. Contributions will be deposited no later than 30 days after retirement date. Ongoing Contribution – a semi-annual years' worth of contributions will be made on a semi-annual basis no later than Jan 31st (for months January – June) and July 31st (for months July - December) until exhaustion of sick leave conversion. To receive the semi-annual contribution, the retiree must provide the City with proof and cost of coverage by December 15th each year to receive a contribution for the following calendar year. Failure to provide proof of coverage will result in the retiree losing a City contribution for that calendar year, however, if the retiree provides proof of coverage before June 15th, the retiree will be eligible for the July contribution. Lose of contribution will not result in a reduction to the number of months the retiree is eligible to receive contributions in the future. If retiree has a status change during any calendar year that would change the monthly contribution, such as a marriage, divorce, death, birth, spouse or dependent loss of coverage, the City will reconcile the new amount the retiree is eligible for with the following semi-annual contribution. The change in status is presumed effective the 1st of the month following the month when the retiree provided notice to the City of the change in status. For example, if the retiree's status changes from retiree only to retiree

+1 on November 15, the City will provide an additional $500 along with the total semi-annual contribution for the following calendar year to compensate the retiree for the change in status for the month of December in the previous calendar year. If the retiree's change in status results in monies owed to the City, the City will recoup the amount owed by deducting it from the following semi-annual contribution. However, in the event of a death of the retiree receiving a contribution for the retiree only level during the calendar year in which the contribution was already received, any remaining months of contribution will be deleted for subsequent calendar years, but the City will not endeavor to seek payments already made for the months following the retiree's death. In the event of the death of retiree participating in the contribution program, surviving qualified spouse will be eligible to receive a contribution for the following calendar year if the retiree would have been eligible to receive a contribution. If eligible, the contribution will be consistent with the eligibility criteria set above and continue until the exhaustion of the deceased retiree's sick leave bank, upon the death of the surviving spouse, upon the spouse and/or dependents coverage for other insurance through an employer, or upon voluntarily election to not continue with the contribution program.

For employees hired on or before December 31, 2010, the City shall contribute to a Defined Contribution retiree medical benefit plan for each eligible employee in the form of a deposit into a Health Reimbursement Arrangement (HRA). For non-sworn employees, effective July 2, 2013, the City shall contribute $25.00 per month. For sworn employees, effective August 26, 2014 the City shall contribute $25.00 per month . For a full time employee, this equates to a maximum of $300 per year. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions, shall receive a pro-rated amount per month. Beginning January 1, 2015, the defined City contribution for non-

sworn and sworn employees shall increase annually through January 1, 2019, by an additional $10 per year, per employee each January. The defined City contribution shall be a maximum contribution of $75 per month by January 2019.

For all unrepresented employees (sworn and non-sworn) hired on or after January 1, 2011, the City shall contribute to a Defined Contribution retiree medical benefit plan for each eligible employee in the form of a deposit into a Health Reimbursement Arrangement (HRA) account. An employee is eligible to receive a City HRA contribution upon completion of two full years. If an employee separates employment before meeting eligibility requirement, the employee shall receive no benefit. On the first pay period following completion of two full years of continuous City service, the CITY shall deposit $2,400 into an HRA account established in the employee's name. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions, shall receive a pro-rated lump sum contribution based on hours worked. After the initial contribution is made, the City shall contribute $100 per month for each eligible full time employee. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions, shall receive a pro-rated amount per month. Employees hired on or after January 1, 2011 and subject to this defined contribution plan shall not be eligible for any sick leave conversion towards retiree medical premiums of any sort. The City's contribution under this section represents the entire contribution towards employee retiree medical.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that Resolution No. 2014-519 is hereby rescinded.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of November, 2015, by Councilmember Kenoyer, who moved

its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

Attest: _____
STEPHANIE LOPEZ, City Clerk

APPROVED AS TO FORM:

By: _____
ADAM LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-446

Print

RESOLUTION APPROVING LANGUAGE CORRECTING THE COMPENSATION FOR CHARTER OFFICERS AND EXECUTIVES, EFFECTIVE DECEMBER 2, 2014; AND RESCINDING RESOLUTION NO. 2014-520 AND RESOLUTION NO. 2015-334 AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE THE NECESSARY ADMINISTRATIVE ACTION TO IMPLEMENT THE CHANGES.

WHEREAS, by Resolution No. 2014-520, which became effective on December 2, 2014, the City Council amended the salary schedules for unrepresented Management and Confidential employees including Charter Officers and Executives, and

WHEREAS, subsequent to Resolution No. 2014-520, Resolution No. 2015-334 amended Exhibits D through F effective September 8, 2015 to amend the salary range for the Director of Community and Economic Development from 1422 to 1426.

WHEREAS, the Resolution No. 2014-520, provided an incorrect calculation of salary for the City Manager and City Attorney, the Council of the City of Modesto desires to correct the pay rate amounts stated in Resolution No. 2014-520 to correctly reflect the approved two (2.0%) percent salary increase for Executives and Charter Officers, effective December 2, 2014; followed by an additional one (1.0%) salary increase effective the pay period that includes March 1, 2016, and

WHEREAS, the City desires to maintain competitive position with the labor market;

RESCINDED
JUL 12 2016
THIS RESOLUTION WAS RESCINDED BY MODESTO CITY COUNCIL RESOLUTION NO. 2016-310

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto as follows:

SECTION 1. SALARY RANGES, RATES AND EFFECTIVE DATES. The corrected salary rates, salary ranges and salary steps as set forth in the following exhibits

exhibit N

AMENDED on feb. 9, 2016 By Resolution 2016-55

AMENDED - exhibit M on feb. 9, 2016 By Resolution 2016-53

which are attached hereto were previously approved by Council, which provided for a two (2.0%) percent across-the-board salary adjustment for non-sworn Executive Management and Charter Officers; salary ranges increased by two (2.0%) percent effective December 2, 2014, followed by an additional one (1%) percent increase effective March 1, 2016. In addition, based on the results of the City's most recent labor market study, the salary range for each of the benchmark classes listed in **Exhibit X,** along with any related classes, shall increase in accordance with the schedule and is set forth in these Exhibits. Attached **Exhibits D through F** reflect salary range changes approved in Resolution 2015-334.

1. **Exhibit** "A" entitled "City Of Modesto Class Range Table, Unrepresented Management And Confidential Non-Sworn Classes, Effective July 1, 2014."

2. **Exhibit** "B" entitled "City Of Modesto Schedule Of Salary Ranges In City Service For FY 14/15 Effective December 2, 2014 - Schedule H Management/Confidential – Non-Sworn Unrepresented."

3. **Exhibit** "C" entitled "City Of Modesto Schedule Of Salary Ranges In City Service For FY 15/16 Effective March 1, 2016 - Schedule H Management/Confidential – Non-Sworn Unrepresented."

4. **Exhibit** "D" entitled "City Of Modesto Class Range Table, Executive Management, Effective September 1, 2015" which includes Charter Officers.

5. **Exhibit** "E" entitled "City Of Modesto Schedule Of Salary Ranges In City Service For FY 14/15, Effective September 1, 2015 - Executive Management."

6. **Exhibit** "F" entitled "City Of Modesto Schedule Of Salary Ranges In City Service For FY 14/15, Effective March 1, 2016 - Executive Management."

7. **Exhibit** "G" entitled "City of Modesto Class Range Table, Fire Management Classes, Effective December 2, 2014.

8. **Exhibit** "H" entitled "City of Modesto Class Range Table, Fire Management Classes, Effective March 1, 2016.

9. **Exhibit** "I" entitled "City of Modesto Schedule Of Salary Ranges in City Service For FY 14/15, Effective December 2, 2014 – Schedule X, Fire Management – 80 Hrs. – Battalion Chief and Schedule Y, Fire Management – 112 Hrs. – Battalion Chief.

10. **Exhibit** "J" entitled "City of Modesto Schedule Of Salary Ranges in City Service For FY 15/16, Effective March 1, 2016 – Schedule X, Fire Management – 80 Hrs. – Battalion Chief and Schedule Y, Fire Management – 112 Hrs. – Battalion Chief.

11. **Exhibit** "K" entitled "City of Modesto Schedule Of Salary Ranges in City Service For FY 14/15, Effective December 2, 2014 – Schedule E Management/Confidential – Fire – 80 hours – Division Chief."

12. **Exhibit** "L" entitled "City of Modesto Schedule Of Salary Ranges in City Service For FY 15/16, Effective March 1, 2016 – Schedule E Management/Confidential – Fire – 80 hours – Division Chief."

13. **Exhibit** "M" entitled "City of Modesto Class Range Table, Police Management Classes (Unrepresented), Effective June 26, 2007."

14. **Exhibit** "N" City of Modesto Schedule Of Salary Ranges In City Service For FY 12/13, Effective March 12, 2013 – Schedule G Management/Confidential – Police – Unrepresented."

SECTION 2. CHARTER OFFICERS. The salaries for the positions of the Charter Officers shall be as follows effective December 2, 2014:

TITLE	HOURLY	BI-WEEKLY	MONTHLY
City Manager Jim Holgersson	102.65	8,212.00	17,861.11
City Attorney Contract	77.97	6,237.50	13,566.57
City Clerk Stephanie Lopez	52.60	4,208.00	9,152.40

Charter Officers shall be as follows effective the pay period that includes March 1, 2016:

TITLE	HOURLY	BI-WEEKLY	MONTHLY
City Manager Jim Holgersson	103.68	8,294.40	18,040.32
City Attorney Contract	78.75	6,299.88	13,702.24
City Clerk Stephanie Lopez	53.13	4,250.40	9,244.62

SECTION 3. USE OF CLASSES. The designated classes of positions may be used in any organizational unit of the City deemed proper by the City Manager.

SECTION 4. POSITIONS. The City Council authorizes and directs the City Manager, within the limits of funds budgeted therefor, to appoint employees in such number and in such classes in each department as may be necessary to properly operate the department under the Charter, ordinances and resolutions adopted by the City Council, including, but not limited to, creating additional positions to replace employees who are on disability leave or other leaves of absence.

SECTION 5. APPOINTMENTS AND SALARIES. The City Manager is hereby authorized to appoint, in accordance with the applicable provisions of the Modesto Municipal Code and Personnel Rules and within the limits of funds budgeted therefor, any person to a position in a class for which he is the appointing authority and for which the salary is hereby provided, to designate the definite salary rate or salary step at which such person is appointed, and the salary so designated is hereby fixed as the salary of such employee for the position.

SECTION 6. SPECIAL SALARY RATES. The City Manager is further

authorized, subject to budgetary appropriation control by the City Council, to fix the salary range or rate for part-time, hourly or special positions in the Unclassified Service for which the City Manager is the appointing authority and which are not designated herein.

SECTION 7. PART-TIME EMPLOYMENT. Employees appointed to any of the positions referred to herein who, with the approval of the City Manager, regularly work less hours per week than established for their class by rule 13.1 of the Personnel Rules, shall be paid in approximate proportion of the time worked.

SECTION 8. REPEAL. Resolution No. 2014-520 is hereby rescinded effective December 2, 2014 and Resolution No. 2015-334 is hereby rescinded effective November 24, 2014.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of November, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)
APPROVED AS TO FORM:

By: _____
ADAM U LINDGREN, City Attorney

CITY OF MODESTO
CLASS RANGE TABLE
UNREPRESENTED MANAGEMENT AND CONFIDENTIAL NON-SWORN CLASSES
Effective **July 1, 2014**

RANGE	TITLE
2420	Executive Assistant
2422	Office Supervisor - Personnel
2425	Executive Assistant to the City Council Executive Assistant to the City Manager Paralegal
2427	Legal Services Administrator
2431	Equal Opportunity Analyst/Paralegal
2434	Senior Auditor
2439	Employee Benefits Manager Employee Relations Coordinator Risk Manager
2444	Deputy City Attorney I **Human Resources Manager**
2448	Deputy City Attorney II
2450	**Budget Manager**
2452	Deputy City Attorney III Deputy Director of Community and Economic Development Deputy Director of Cultural and Enterprise Services Deputy Director of Finance Deputy Director of Human Resources Deputy Director of Public Works – Operations Deputy Director of Recreation and Neighborhoods
2455	Deputy Director of Utility Planning and Projects
2456	Senior Deputy City Attorney
2462	Assistant City Attorney

EXHIBIT A

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 08-09
EFFECTIVE August 5, 2008

SCHEDULE - A
GENERAL NON-SWORN CLASSES

RANGE	3.00%		HOURLY			BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0101	12.56	13.19	13.85	14.54	15.27	1,004.80	1,055.20	1,108.00	1,163.20	1,221.60	2,185.44	2,295.06	2,409.90	2,529.96	2,656.98
0102	12.87	13.52	14.19	14.90	15.65	1,029.60	1,081.60	1,135.20	1,192.00	1,252.00	2,239.38	2,352.48	2,469.06	2,592.60	2,723.10
0103	13.20	13.85	14.55	15.27	16.04	1,056.00	1,108.00	1,164.00	1,221.60	1,283.20	2,296.80	2,409.90	2,531.70	2,656.98	2,790.96
0104	13.52	14.20	14.91	15.66	16.44	1,081.60	1,136.00	1,192.80	1,252.80	1,315.20	2,352.48	2,470.80	2,594.34	2,724.84	2,860.56
0105	13.86	14.56	15.28	16.05	16.85	1,108.80	1,164.80	1,222.40	1,284.00	1,348.00	2,411.64	2,533.44	2,658.72	2,792.70	2,931.90
0106	14.21	14.92	15.67	16.45	17.27	1,136.80	1,193.60	1,253.60	1,316.00	1,381.60	2,472.54	2,596.08	2,726.58	2,862.30	3,004.98
0107	14.56	15.29	16.06	16.86	17.70	1,164.80	1,223.20	1,284.80	1,348.80	1,416.00	2,533.44	2,660.46	2,794.44	2,933.64	3,079.80
0108	14.93	15.67	16.46	17.28	18.14	1,194.40	1,253.60	1,316.80	1,382.40	1,451.20	2,597.82	2,726.58	2,864.04	3,006.72	3,156.36
0109	15.30	16.07	16.87	17.71	18.60	1,224.00	1,285.60	1,349.60	1,416.80	1,488.00	2,662.20	2,796.18	2,935.38	3,081.54	3,236.40
0110	15.68	16.47	17.29	18.16	19.06	1,254.40	1,317.60	1,383.20	1,452.80	1,524.80	2,728.32	2,865.78	3,008.46	3,159.84	3,316.44
0111	16.08	16.88	17.72	18.61	19.54	1,286.40	1,350.40	1,417.60	1,488.80	1,563.20	2,797.92	2,937.12	3,083.28	3,238.14	3,399.96
0112	16.48	17.30	18.17	19.07	20.03	1,318.40	1,384.00	1,453.60	1,525.60	1,602.40	2,867.52	3,010.20	3,161.58	3,318.18	3,485.22
0113	16.89	17.73	18.62	19.55	20.53	1,351.20	1,418.40	1,489.60	1,564.00	1,642.40	2,938.86	3,085.02	3,239.88	3,401.70	3,572.22
0114	17.31	18.18	19.09	20.04	21.04	1,384.80	1,454.40	1,527.20	1,603.20	1,683.20	3,011.94	3,163.32	3,321.66	3,486.96	3,660.96
0115	17.74	18.63	19.56	20.54	21.57	1,419.20	1,490.40	1,564.80	1,643.20	1,725.60	3,086.76	3,241.62	3,403.44	3,573.96	3,753.18
0116	18.19	19.10	20.05	21.05	22.11	1,455.20	1,528.00	1,604.00	1,684.00	1,768.80	3,165.06	3,323.40	3,488.70	3,662.70	3,847.14
0117	18.64	19.57	20.55	21.58	22.66	1,491.20	1,565.60	1,644.00	1,726.40	1,812.80	3,243.36	3,405.18	3,575.70	3,754.92	3,942.84
0118	19.11	20.06	21.07	22.12	23.23	1,528.80	1,604.80	1,685.60	1,769.60	1,858.40	3,325.14	3,490.44	3,666.18	3,848.88	4,042.02
0119	19.59	20.56	21.59	22.67	23.81	1,567.20	1,644.80	1,727.20	1,813.60	1,904.80	3,408.66	3,577.44	3,756.66	3,944.58	4,142.94
0120	20.08	21.08	22.13	23.24	24.40	1,606.40	1,686.40	1,770.40	1,859.20	1,952.00	3,493.92	3,667.92	3,850.62	4,043.76	4,245.60
0121	20.58	21.61	22.69	23.82	25.01	1,646.40	1,728.80	1,815.20	1,905.60	2,000.80	3,580.92	3,760.14	3,948.06	4,144.68	4,351.74
0122	21.09	22.15	23.25	24.42	25.64	1,687.20	1,772.00	1,860.00	1,953.60	2,051.20	3,669.66	3,854.10	4,045.50	4,249.08	4,461.36
0123	21.62	22.70	23.83	25.03	26.28	1,729.60	1,816.00	1,906.40	2,002.40	2,102.40	3,761.88	3,949.80	4,146.42	4,355.22	4,572.72
0124	22.16	23.27	24.43	25.65	26.93	1,772.80	1,861.60	1,954.40	2,052.00	2,154.40	3,855.84	4,048.98	4,250.82	4,463.10	4,685.82
0125	22.71	23.85	25.04	26.29	27.61	1,816.80	1,908.00	2,003.20	2,103.20	2,208.80	3,951.54	4,149.90	4,356.96	4,574.46	4,804.14
0126	23.28	24.44	25.67	26.95	28.30	1,862.40	1,955.20	2,053.60	2,156.00	2,264.00	4,050.72	4,252.56	4,466.58	4,689.30	4,924.20
0127	23.86	25.06	26.31	27.62	29.00	1,908.80	2,004.80	2,104.80	2,209.60	2,320.00	4,151.64	4,360.44	4,577.94	4,805.88	5,046.00
0128	24.46	25.68	26.97	28.31	29.73	1,956.80	2,054.40	2,157.60	2,264.80	2,378.40	4,256.04	4,468.32	4,692.78	4,925.94	5,173.02
0129	25.07	26.32	27.64	29.02	30.47	2,005.60	2,105.60	2,211.20	2,321.60	2,437.60	4,362.18	4,579.68	4,809.36	5,049.48	5,301.78
0130	25.70	26.98	28.33	29.75	31.23	2,056.00	2,158.40	2,266.40	2,380.00	2,498.40	4,471.80	4,694.52	4,929.42	5,176.50	5,434.02
0131	26.34	27.66	29.04	30.49	32.01	2,107.20	2,212.80	2,323.20	2,439.20	2,560.80	4,583.16	4,812.84	5,052.96	5,305.26	5,569.74
0132	27.00	28.35	29.76	31.25	32.81	2,160.00	2,268.00	2,380.80	2,500.00	2,624.80	4,698.00	4,932.90	5,178.24	5,437.50	5,708.94
0133	27.67	29.06	30.51	32.03	33.63	2,213.60	2,324.80	2,440.80	2,562.40	2,690.40	4,814.58	5,056.44	5,308.74	5,573.22	5,851.62

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 08-09
EFFECTIVE August 5, 2008

SCHEDULE - A
GENERAL NON-SWORN CLASSES

RANGE	3.00%		HOURLY			BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0134	28.36	29.78	31.27	32.83	34.48	2,268.80	2,382.40	2,501.60	2,626.40	2,758.40	4,934.64	5,181.72	5,440.98	5,712.42	5,999.52
0135	29.07	30.53	32.05	33.65	35.34	2,325.60	2,442.40	2,564.00	2,692.00	2,827.20	5,058.18	5,312.22	5,576.70	5,855.10	6,149.16
0136	29.80	31.29	32.85	34.50	36.22	2,384.00	2,503.20	2,628.00	2,760.00	2,897.60	5,185.20	5,444.46	5,715.90	6,003.00	6,302.28
0137	30.54	32.07	33.67	35.36	37.13	2,443.20	2,565.60	2,693.60	2,828.80	2,970.40	5,313.96	5,580.18	5,858.58	6,152.64	6,460.62
0138	31.31	32.87	34.52	36.24	38.05	2,504.80	2,629.60	2,761.60	2,899.20	3,044.00	5,447.94	5,719.38	6,006.48	6,305.76	6,620.70
0139	32.09	33.69	35.38	37.15	39.01	2,567.20	2,695.20	2,830.40	2,972.00	3,120.80	5,583.66	5,862.06	6,156.12	6,464.10	6,787.74
0140	32.89	34.54	36.26	38.08	39.98	2,631.20	2,763.20	2,900.80	3,046.40	3,198.40	5,722.86	6,009.96	6,309.24	6,625.92	6,956.52
0141	33.71	35.40	37.17	39.03	40.98	2,696.80	2,832.00	2,973.60	3,122.40	3,278.40	5,865.54	6,159.60	6,467.58	6,791.22	7,130.52
0142	34.56	36.29	38.10	40.00	42.00	2,764.80	2,903.20	3,048.00	3,200.00	3,360.00	6,013.44	6,314.46	6,629.40	6,960.00	7,308.00
0143	35.42	37.19	39.05	41.00	43.05	2,833.60	2,975.20	3,124.00	3,280.00	3,444.00	6,163.08	6,471.06	6,794.70	7,134.00	7,490.70
0144	36.31	38.12	40.03	42.03	44.13	2,904.80	3,049.60	3,202.40	3,362.40	3,530.40	6,317.94	6,632.88	6,965.22	7,313.22	7,678.62
0145	37.21	39.08	41.03	43.08	45.23	2,976.80	3,126.40	3,282.40	3,446.40	3,618.40	6,474.54	6,799.92	7,139.22	7,495.92	7,870.02
0146	38.14	40.05	42.05	44.16	46.36	3,051.20	3,204.00	3,364.00	3,532.80	3,708.80	6,636.36	6,968.70	7,316.70	7,683.84	8,066.64
0147	39.10	41.05	43.11	45.26	47.52	3,128.00	3,284.00	3,448.80	3,620.80	3,801.60	6,803.40	7,142.70	7,501.14	7,875.24	8,268.48
0148	40.08	42.08	44.18	46.39	48.71	3,206.40	3,366.40	3,534.40	3,711.20	3,896.80	6,973.92	7,321.92	7,687.32	8,071.86	8,475.54
0149	41.08	43.13	45.29	47.55	49.93	3,286.40	3,450.40	3,623.20	3,804.00	3,994.40	7,147.92	7,504.62	7,880.46	8,273.70	8,687.82
0150	42.10	44.21	46.42	48.74	51.18	3,368.00	3,536.80	3,713.60	3,899.20	4,094.40	7,325.40	7,692.54	8,077.08	8,480.76	8,905.32

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 14/15
EFFECTIVE December 2, 2014

MANAGEMENT/CONFIDENTIAL NON-SWORN UNREPRESENTED

RANGE	2.00%		HOURLY			BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
2419	21.75	22.84	23.99	25.19	26.45	1,740.00	1,827.20	1,919.20	2,015.20	2,116.00	3,784.50	3,974.16	4,174.26	4,383.06	4,602.30
2420	22.29	23.41	24.59	25.82	27.12	1,783.20	1,872.80	1,967.20	2,065.60	2,169.60	3,878.46	4,073.34	4,278.66	4,492.68	4,718.88
2421	22.85	24.00	25.20	26.46	27.79	1,828.00	1,920.00	2,016.00	2,116.80	2,223.20	3,975.90	4,176.00	4,384.80	4,604.04	4,835.46
2422	23.42	24.60	25.83	27.13	28.49	1,873.60	1,968.00	2,066.40	2,170.40	2,279.20	4,075.08	4,280.40	4,494.42	4,720.62	4,957.26
2423	24.01	25.22	26.49	27.82	29.22	1,920.80	2,017.60	2,119.20	2,225.60	2,337.60	4,177.74	4,388.28	4,609.26	4,840.68	5,084.28
2424	24.61	25.85	27.15	28.51	29.94	1,968.80	2,068.00	2,172.00	2,280.80	2,395.20	4,282.14	4,497.90	4,724.10	4,960.74	5,209.56
2425	25.23	26.50	27.83	29.23	30.70	2,018.40	2,120.00	2,226.40	2,338.40	2,456.00	4,390.02	4,611.00	4,842.42	5,086.02	5,341.80
2426	25.86	27.16	28.52	29.95	31.45	2,068.80	2,172.80	2,281.60	2,396.00	2,516.00	4,499.64	4,725.84	4,962.48	5,211.30	5,472.30
2427	26.51	27.84	29.24	30.71	32.25	2,120.80	2,227.20	2,339.20	2,456.80	2,580.00	4,612.74	4,844.16	5,087.76	5,343.54	5,611.50
2428	27.17	28.53	29.96	31.46	33.04	2,173.60	2,282.40	2,396.80	2,516.80	2,643.20	4,727.58	4,964.22	5,213.04	5,474.04	5,748.96
2429	27.85	29.25	30.72	32.26	33.88	2,228.00	2,340.00	2,457.60	2,580.80	2,710.40	4,845.90	5,089.50	5,345.28	5,613.24	5,895.12
2430	28.55	29.98	31.48	33.06	34.72	2,284.00	2,398.40	2,518.40	2,644.80	2,777.60	4,967.70	5,216.52	5,477.52	5,752.44	6,041.28
2431	29.26	30.73	32.27	33.89	35.59	2,340.80	2,458.40	2,581.60	2,711.20	2,847.20	5,091.24	5,347.02	5,614.98	5,896.86	6,192.66
2432	29.99	31.49	33.07	34.73	36.47	2,399.20	2,519.20	2,645.60	2,778.40	2,917.60	5,218.26	5,479.26	5,754.18	6,043.02	6,345.78
2433	30.74	32.28	33.90	35.60	37.38	2,459.20	2,582.40	2,712.00	2,848.00	2,990.40	5,348.76	5,616.72	5,898.60	6,194.40	6,504.12
2434	31.51	33.09	34.75	36.49	38.32	2,520.80	2,647.20	2,780.00	2,919.20	3,065.60	5,482.74	5,757.66	6,046.50	6,349.26	6,667.68
2435	32.30	33.92	35.62	37.41	39.29	2,584.00	2,713.60	2,849.60	2,992.80	3,143.20	5,620.20	5,902.08	6,197.88	6,509.34	6,836.46
2436	33.11	34.77	36.51	38.34	40.26	2,648.80	2,781.60	2,920.80	3,067.20	3,220.80	5,761.14	6,049.98	6,352.74	6,671.16	7,005.24
2437	33.94	35.64	37.43	39.31	41.28	2,715.20	2,851.20	2,994.40	3,144.80	3,302.40	5,905.56	6,201.36	6,512.82	6,839.94	7,182.72
2438	34.79	36.53	38.36	40.28	42.30	2,783.20	2,922.40	3,068.80	3,222.40	3,384.00	6,053.46	6,356.22	6,674.64	7,008.72	7,360.20
2439	35.66	37.45	39.33	41.30	43.37	2,852.80	2,996.00	3,146.40	3,304.00	3,469.60	6,204.84	6,516.30	6,843.42	7,186.20	7,546.38
2440	36.55	38.38	40.30	42.32	44.44	2,924.00	3,070.40	3,224.00	3,385.60	3,555.20	6,359.70	6,678.12	7,012.20	7,363.68	7,732.56
2441	37.46	39.34	41.31	43.38	45.55	2,996.80	3,147.20	3,304.80	3,470.40	3,644.00	6,518.04	6,845.16	7,187.94	7,548.12	7,925.70
2442	38.40	40.32	42.34	44.46	46.69	3,072.00	3,225.60	3,387.20	3,556.80	3,735.20	6,681.60	7,015.68	7,367.16	7,736.04	8,124.06
2443	39.36	41.33	43.40	45.57	47.85	3,148.80	3,306.40	3,472.00	3,645.60	3,828.00	6,848.64	7,191.42	7,551.60	7,929.18	8,325.90
2444	40.34	42.36	44.48	46.71	49.05	3,227.20	3,388.80	3,558.40	3,736.80	3,924.00	7,019.16	7,370.64	7,739.52	8,127.54	8,534.70
2445	41.35	43.42	45.60	47.88	50.28	3,308.00	3,473.60	3,648.00	3,830.40	4,022.40	7,194.90	7,555.08	7,934.40	8,331.12	8,748.72
2446	42.38	44.50	46.73	49.07	51.53	3,390.40	3,560.00	3,738.40	3,925.60	4,122.40	7,374.12	7,743.00	8,131.02	8,538.18	8,966.22
2447	43.44	45.62	47.91	50.31	52.83	3,475.20	3,649.60	3,832.80	4,024.80	4,226.40	7,558.56	7,937.88	8,336.34	8,753.94	9,192.42
2448	44.53	46.76	49.10	51.56	54.14	3,562.40	3,740.80	3,928.00	4,124.80	4,331.20	7,748.22	8,136.24	8,543.40	8,971.44	9,420.36
2449	45.64	47.93	50.33	52.85	55.50	3,651.20	3,834.40	4,026.40	4,228.00	4,440.00	7,941.36	8,339.82	8,757.42	9,195.90	9,657.00
2450	46.78	49.12	51.58	54.16	56.87	3,742.40	3,929.60	4,126.40	4,332.80	4,549.60	8,139.72	8,546.88	8,974.92	9,423.84	9,895.38
2451	47.95	50.35	52.87	55.52	58.30	3,836.00	4,028.00	4,229.60	4,441.60	4,664.00	8,343.30	8,760.90	9,199.38	9,660.48	10,144.20

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 14/15
EFFECTIVE December 2, 2014

MANAGEMENT/CONFIDENTIAL NON-SWORN UNREPRESENTED

RANGE	2.00% HOURLY					BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
2452	49.15	51.61	54.20	56.91	59.76	3,932.00	4,128.80	4,336.00	4,552.80	4,780.80	8,552.10	8,980.14	9,430.80	9,902.34	10,398.24
2453	50.38	52.90	55.55	58.33	61.25	4,030.40	4,232.00	4,444.00	4,666.40	4,900.00	8,766.12	9,204.60	9,665.70	10,149.42	10,657.50
2454	51.64	54.23	56.95	59.80	62.79	4,131.20	4,338.40	4,556.00	4,784.00	5,023.20	8,985.36	9,436.02	9,909.30	10,405.20	10,925.46
2455	52.93	55.58	58.36	61.28	64.35	4,234.40	4,446.40	4,668.80	4,902.40	5,148.00	9,209.82	9,670.92	10,154.64	10,662.72	11,196.90
2456	54.25	56.97	59.82	62.82	65.97	4,340.00	4,557.60	4,785.60	5,025.60	5,277.60	9,439.50	9,912.78	10,408.68	10,930.68	11,478.78
2457	55.61	58.40	61.32	64.39	67.61	4,448.80	4,672.00	4,905.60	5,151.20	5,408.80	9,676.14	10,161.60	10,669.68	11,203.86	11,764.14
2458	57.00	59.85	62.85	66.00	69.30	4,560.00	4,788.00	5,028.00	5,280.00	5,544.00	9,918.00	10,413.90	10,935.90	11,484.00	12,058.20
2459	58.43	61.36	64.43	67.66	71.05	4,674.40	4,908.80	5,154.40	5,412.80	5,684.00	10,166.82	10,676.64	11,210.82	11,772.84	12,362.70
2460	59.89	62.89	66.04	69.35	72.82	4,791.20	5,031.20	5,283.20	5,548.00	5,825.60	10,420.86	10,942.86	11,490.96	12,066.90	12,670.68
2461	61.39	64.46	67.69	71.08	74.64	4,911.20	5,156.80	5,415.20	5,686.40	5,971.20	10,681.86	11,216.04	11,778.06	12,367.92	12,987.36
2462	62.92	66.07	69.38	72.85	76.50	5,033.60	5,285.60	5,550.40	5,828.00	6,120.00	10,948.08	11,496.18	12,072.12	12,675.90	13,311.00

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 08-09
EFFECTIVE August 5, 2008

SCHEDULE - A
GENERAL NON-SWORN CLASSES

RANGE	3.00%		HOURLY			BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0101	12.56	13.19	13.85	14.54	15.27	1,004.80	1,055.20	1,108.00	1,163.20	1,221.60	2,185.44	2,295.06	2,409.90	2,529.96	2,656.98
0102	12.87	13.52	14.19	14.90	15.65	1,029.60	1,081.60	1,135.20	1,192.00	1,252.00	2,239.38	2,352.48	2,469.06	2,592.60	2,723.10
0103	13.20	13.85	14.55	15.27	16.04	1,056.00	1,108.00	1,164.00	1,221.60	1,283.20	2,296.80	2,409.90	2,531.70	2,656.98	2,790.96
0104	13.52	14.20	14.91	15.66	16.44	1,081.60	1,136.00	1,192.80	1,252.80	1,315.20	2,352.48	2,470.80	2,594.34	2,724.84	2,860.56
0105	13.86	14.56	15.28	16.05	16.85	1,108.80	1,164.80	1,222.40	1,284.00	1,348.00	2,411.64	2,533.44	2,658.72	2,792.70	2,931.90
0106	14.21	14.92	15.67	16.45	17.27	1,136.80	1,193.60	1,253.60	1,316.00	1,381.60	2,472.54	2,596.08	2,726.58	2,862.30	3,004.98
0107	14.56	15.29	16.06	16.86	17.70	1,164.80	1,223.20	1,284.80	1,348.80	1,416.00	2,533.44	2,660.46	2,794.44	2,933.64	3,079.80
0108	14.93	15.67	16.46	17.28	18.14	1,194.40	1,253.60	1,316.80	1,382.40	1,451.20	2,597.82	2,726.58	2,864.04	3,006.72	3,156.36
0109	15.30	16.07	16.87	17.71	18.60	1,224.00	1,285.60	1,349.60	1,416.80	1,488.00	2,662.20	2,796.18	2,935.38	3,081.54	3,236.40
0110	15.68	16.47	17.29	18.16	19.06	1,254.40	1,317.60	1,383.20	1,452.80	1,524.80	2,728.32	2,865.78	3,008.46	3,159.84	3,316.44
0111	16.08	16.88	17.72	18.61	19.54	1,286.40	1,350.40	1,417.60	1,488.80	1,563.20	2,797.92	2,937.12	3,083.28	3,238.14	3,399.96
0112	16.48	17.30	18.17	19.07	20.03	1,318.40	1,384.00	1,453.60	1,525.60	1,602.40	2,867.52	3,010.20	3,161.58	3,318.18	3,485.22
0113	16.89	17.73	18.62	19.55	20.53	1,351.20	1,418.40	1,489.60	1,564.00	1,642.40	2,938.86	3,085.02	3,239.88	3,401.70	3,572.22
0114	17.31	18.18	19.09	20.04	21.04	1,384.80	1,454.40	1,527.20	1,603.20	1,683.20	3,011.94	3,163.32	3,321.66	3,486.96	3,660.96
0115	17.74	18.63	19.56	20.54	21.57	1,419.20	1,490.40	1,564.80	1,643.20	1,725.60	3,086.76	3,241.62	3,403.44	3,573.96	3,753.18
0116	18.19	19.10	20.05	21.05	22.11	1,455.20	1,528.00	1,604.00	1,684.00	1,768.80	3,165.06	3,323.40	3,488.70	3,662.70	3,847.14
0117	18.64	19.57	20.55	21.58	22.66	1,491.20	1,565.60	1,644.00	1,726.40	1,812.80	3,243.36	3,405.18	3,575.70	3,754.92	3,942.84
0118	19.11	20.06	21.07	22.12	23.23	1,528.80	1,604.80	1,685.60	1,769.60	1,858.40	3,325.14	3,490.44	3,666.18	3,848.88	4,042.02
0119	19.59	20.56	21.59	22.67	23.81	1,567.20	1,644.80	1,727.20	1,813.60	1,904.80	3,408.66	3,577.44	3,756.66	3,944.58	4,142.94
0120	20.08	21.08	22.13	23.24	24.40	1,606.40	1,686.40	1,770.40	1,859.20	1,952.00	3,493.92	3,667.92	3,850.62	4,043.76	4,245.60
0121	20.58	21.61	22.69	23.82	25.01	1,646.40	1,728.80	1,815.20	1,905.60	2,000.80	3,580.92	3,760.14	3,948.06	4,144.68	4,351.74
0122	21.09	22.15	23.25	24.42	25.64	1,687.20	1,772.00	1,860.00	1,953.60	2,051.20	3,669.66	3,854.10	4,045.50	4,249.08	4,461.36
0123	21.62	22.70	23.83	25.03	26.28	1,729.60	1,816.00	1,906.40	2,002.40	2,102.40	3,761.88	3,949.80	4,146.42	4,355.22	4,572.72
0124	22.16	23.27	24.43	25.65	26.93	1,772.80	1,861.60	1,954.40	2,052.00	2,154.40	3,855.84	4,048.98	4,250.82	4,463.10	4,685.82
0125	22.71	23.85	25.04	26.29	27.61	1,816.80	1,908.00	2,003.20	2,103.20	2,208.80	3,951.54	4,149.90	4,356.96	4,574.46	4,804.14
0126	23.28	24.44	25.67	26.95	28.30	1,862.40	1,955.20	2,053.60	2,156.00	2,264.00	4,050.72	4,252.56	4,466.58	4,689.30	4,924.20
0127	23.86	25.06	26.31	27.62	29.00	1,908.80	2,004.80	2,104.80	2,209.60	2,320.00	4,151.64	4,360.44	4,577.94	4,805.88	5,046.00
0128	24.46	25.68	26.97	28.31	29.73	1,956.80	2,054.40	2,157.60	2,264.80	2,378.40	4,256.04	4,468.32	4,692.78	4,925.94	5,173.02
0129	25.07	26.32	27.64	29.02	30.47	2,005.60	2,105.60	2,211.20	2,321.60	2,437.60	4,362.18	4,579.68	4,809.36	5,049.48	5,301.78
0130	25.70	26.98	28.33	29.75	31.23	2,056.00	2,158.40	2,266.40	2,380.00	2,498.40	4,471.80	4,694.52	4,929.42	5,176.50	5,434.02
0131	26.34	27.66	29.04	30.49	32.01	2,107.20	2,212.80	2,323.20	2,439.20	2,560.80	4,583.16	4,812.84	5,052.96	5,305.26	5,569.74
0132	27.00	28.35	29.76	31.25	32.81	2,160.00	2,268.00	2,380.80	2,500.00	2,624.80	4,698.00	4,932.90	5,178.24	5,437.50	5,708.94
0133	27.67	29.06	30.51	32.03	33.63	2,213.60	2,324.80	2,440.80	2,562.40	2,690.40	4,814.58	5,056.44	5,308.74	5,573.22	5,851.62

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 08-09
EFFECTIVE August 5, 2008

SCHEDULE - A
GENERAL NON-SWORN CLASSES

RANGE	3.00%		HOURLY			BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0134	28.36	29.78	31.27	32.83	34.48	2,268.80	2,382.40	2,501.60	2,626.40	2,758.40	4,934.64	5,181.72	5,440.98	5,712.42	5,999.52
0135	29.07	30.53	32.05	33.65	35.34	2,325.60	2,442.40	2,564.00	2,692.00	2,827.20	5,058.18	5,312.22	5,576.70	5,855.10	6,149.16
0136	29.80	31.29	32.85	34.50	36.22	2,384.00	2,503.20	2,628.00	2,760.00	2,897.60	5,185.20	5,444.46	5,715.90	6,003.00	6,302.28
0137	30.54	32.07	33.67	35.36	37.13	2,443.20	2,565.60	2,693.60	2,828.80	2,970.40	5,313.96	5,580.18	5,858.58	6,152.64	6,460.62
0138	31.31	32.87	34.52	36.24	38.05	2,504.80	2,629.60	2,761.60	2,899.20	3,044.00	5,447.94	5,719.38	6,006.48	6,305.76	6,620.70
0139	32.09	33.69	35.38	37.15	39.01	2,567.20	2,695.20	2,830.40	2,972.00	3,120.80	5,583.66	5,862.06	6,156.12	6,464.10	6,787.74
0140	32.89	34.54	36.26	38.08	39.98	2,631.20	2,763.20	2,900.80	3,046.40	3,198.40	5,722.86	6,009.96	6,309.24	6,625.92	6,956.52
0141	33.71	35.40	37.17	39.03	40.98	2,696.80	2,832.00	2,973.60	3,122.40	3,278.40	5,865.54	6,159.60	6,467.58	6,791.22	7,130.52
0142	34.56	36.29	38.10	40.00	42.00	2,764.80	2,903.20	3,048.00	3,200.00	3,360.00	6,013.44	6,314.46	6,629.40	6,960.00	7,308.00
0143	35.42	37.19	39.05	41.00	43.05	2,833.60	2,975.20	3,124.00	3,280.00	3,444.00	6,163.08	6,471.06	6,794.70	7,134.00	7,490.70
0144	36.31	38.12	40.03	42.03	44.13	2,904.80	3,049.60	3,202.40	3,362.40	3,530.40	6,317.94	6,632.88	6,965.22	7,313.22	7,678.62
0145	37.21	39.08	41.03	43.08	45.23	2,976.80	3,126.40	3,282.40	3,446.40	3,618.40	6,474.54	6,799.92	7,139.22	7,495.92	7,870.02
0146	38.14	40.05	42.05	44.16	46.36	3,051.20	3,204.00	3,364.00	3,532.80	3,708.80	6,636.36	6,968.70	7,316.70	7,683.84	8,066.64
0147	39.10	41.05	43.11	45.26	47.52	3,128.00	3,284.00	3,448.80	3,620.80	3,801.60	6,803.40	7,142.70	7,501.14	7,875.24	8,268.48
0148	40.08	42.08	44.18	46.39	48.71	3,206.40	3,366.40	3,534.40	3,711.20	3,896.80	6,973.92	7,321.92	7,687.32	8,071.86	8,475.54
0149	41.08	43.13	45.29	47.55	49.93	3,286.40	3,450.40	3,623.20	3,804.00	3,994.40	7,147.92	7,504.62	7,880.46	8,273.70	8,687.82
0150	42.10	44.21	46.42	48.74	51.18	3,368.00	3,536.80	3,713.60	3,899.20	4,094.40	7,325.40	7,692.54	8,077.08	8,480.76	8,905.32

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 15/16
EFFECTIVE March 1, 2016 (Effective 2/23/16)

MANAGEMENT/CONFIDENTIAL NON-SWORN UNREPRESENTED

RANGE	1.00% HOURLY					BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
2419	21.97	23.07	24.23	25.45	26.73	1,757.60	1,845.60	1,938.40	2,036.00	2,138.40	3,822.78	4,014.18	4,216.02	4,428.30	4,651.02
2420	22.52	23.65	24.84	26.09	27.40	1,801.60	1,892.00	1,987.20	2,087.20	2,192.00	3,918.48	4,115.10	4,322.16	4,539.66	4,767.60
2421	23.08	24.24	25.46	26.74	28.08	1,846.40	1,939.20	2,036.80	2,139.20	2,246.40	4,015.92	4,217.76	4,430.04	4,652.76	4,885.92
2422	23.66	24.85	26.10	27.41	28.79	1,892.80	1,988.00	2,088.00	2,192.80	2,303.20	4,116.84	4,323.90	4,541.40	4,769.34	5,009.46
2423	24.25	25.47	26.75	28.09	29.50	1,940.00	2,037.60	2,140.00	2,247.20	2,360.00	4,219.50	4,431.78	4,654.50	4,887.66	5,133.00
2424	24.86	26.11	27.42	28.80	30.24	1,988.80	2,088.80	2,193.60	2,304.00	2,419.20	4,325.64	4,543.14	4,771.08	5,011.20	5,261.76
2425	25.48	26.76	28.10	29.51	30.99	2,038.40	2,140.80	2,248.00	2,360.80	2,479.20	4,433.52	4,656.24	4,889.40	5,134.74	5,392.26
2426	26.12	27.43	28.81	30.26	31.78	2,089.60	2,194.40	2,304.80	2,420.80	2,542.40	4,544.88	4,772.82	5,012.94	5,265.24	5,529.72
2427	26.77	28.11	29.52	31.00	32.55	2,141.60	2,248.80	2,361.60	2,480.00	2,604.00	4,657.98	4,891.14	5,136.48	5,394.00	5,663.70
2428	27.44	28.82	30.27	31.79	33.38	2,195.20	2,305.60	2,421.60	2,543.20	2,670.40	4,774.56	5,014.68	5,266.98	5,531.46	5,808.12
2429	28.13	29.54	31.02	32.58	34.21	2,250.40	2,363.20	2,481.60	2,606.40	2,736.80	4,894.62	5,139.96	5,397.48	5,668.92	5,952.54
2430	28.83	30.28	31.80	33.39	35.06	2,306.40	2,422.40	2,544.00	2,671.20	2,804.80	5,016.42	5,268.72	5,533.20	5,809.86	6,100.44
2431	29.55	31.03	32.59	34.22	35.94	2,364.00	2,482.40	2,607.20	2,737.60	2,875.20	5,141.70	5,399.22	5,670.66	5,954.28	6,253.56
2432	30.29	31.81	33.41	35.09	36.85	2,423.20	2,544.80	2,672.80	2,807.20	2,948.00	5,270.46	5,534.94	5,813.34	6,105.66	6,411.90
2433	31.05	32.61	34.25	35.97	37.77	2,484.00	2,608.80	2,740.00	2,877.60	3,021.60	5,402.70	5,674.14	5,959.50	6,258.78	6,571.98
2434	31.83	33.43	35.11	36.87	38.72	2,546.40	2,674.40	2,808.80	2,949.60	3,097.60	5,538.42	5,816.82	6,109.14	6,415.38	6,737.28
2435	32.63	34.27	35.99	37.79	39.68	2,610.40	2,741.60	2,879.20	3,023.20	3,174.40	5,677.62	5,962.98	6,262.26	6,575.46	6,904.32
2436	33.45	35.13	36.89	38.74	40.68	2,676.00	2,810.40	2,951.20	3,099.20	3,254.40	5,820.30	6,112.62	6,418.86	6,740.76	7,078.32
2437	34.29	36.01	37.82	39.72	41.71	2,743.20	2,880.80	3,025.60	3,177.60	3,336.80	5,966.46	6,265.74	6,580.68	6,911.28	7,257.54
2438	35.15	36.91	38.76	40.70	42.74	2,812.00	2,952.80	3,100.80	3,256.00	3,419.20	6,116.10	6,422.34	6,744.24	7,081.80	7,436.76
2439	36.03	37.84	39.74	41.73	43.82	2,882.40	3,027.20	3,179.20	3,338.40	3,505.60	6,269.22	6,584.16	6,914.76	7,261.02	7,624.68
2440	36.93	38.78	40.72	42.76	44.90	2,954.40	3,102.40	3,257.60	3,420.80	3,592.00	6,425.82	6,747.72	7,085.28	7,440.24	7,812.60
2441	37.85	39.75	41.74	43.83	46.03	3,028.00	3,180.00	3,339.20	3,506.40	3,682.40	6,585.90	6,916.50	7,262.76	7,626.42	8,009.22
2442	38.80	40.74	42.78	44.92	47.17	3,104.00	3,259.20	3,422.40	3,593.60	3,773.60	6,751.20	7,088.76	7,443.72	7,816.08	8,207.58
2443	39.77	41.76	43.85	46.05	48.36	3,181.60	3,340.80	3,508.00	3,684.00	3,868.80	6,919.98	7,266.24	7,629.90	8,012.70	8,414.64
2444	40.76	42.80	44.94	47.19	49.55	3,260.80	3,424.00	3,595.20	3,775.20	3,964.00	7,092.24	7,447.20	7,819.56	8,211.06	8,621.70
2445	41.78	43.87	46.07	48.38	50.80	3,342.40	3,509.60	3,685.60	3,870.40	4,064.00	7,269.72	7,633.38	8,016.18	8,418.12	8,839.20
2446	42.82	44.97	47.22	49.59	52.07	3,425.60	3,597.60	3,777.60	3,967.20	4,165.60	7,450.68	7,824.78	8,216.28	8,628.66	9,060.18
2447	43.89	46.09	48.40	50.82	53.37	3,511.20	3,687.20	3,872.00	4,065.60	4,269.60	7,636.86	8,019.66	8,421.60	8,842.68	9,286.38
2448	44.99	47.24	49.61	52.10	54.71	3,599.20	3,779.20	3,968.80	4,168.00	4,376.80	7,828.26	8,219.76	8,632.14	9,065.40	9,519.54
2449	46.11	48.42	50.85	53.40	56.07	3,688.80	3,873.60	4,068.00	4,272.00	4,485.60	8,023.14	8,425.08	8,847.90	9,291.60	9,756.18
2450	47.26	49.63	52.12	54.73	57.47	3,780.80	3,970.40	4,169.60	4,378.40	4,597.60	8,223.24	8,635.62	9,068.88	9,523.02	9,999.78
2451	48.44	50.87	53.42	56.10	58.91	3,875.20	4,069.60	4,273.60	4,488.00	4,712.80	8,428.56	8,851.38	9,295.08	9,761.40	10,250.34

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 15/16
EFFECTIVE March 1, 2016 (Effective 2/23/16)

MANAGEMENT/CONFIDENTIAL NON-SWORN UNREPRESENTED

RANGE	1.00% HOURLY					BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
2452	49.65	52.14	54.75	57.49	60.37	3,972.00	4,171.20	4,380.00	4,599.20	4,829.60	8,639.10	9,072.36	9,526.50	10,003.26	10,504.38
2453	50.89	53.44	56.12	58.93	61.88	4,071.20	4,275.20	4,489.60	4,714.40	4,950.40	8,854.86	9,298.56	9,764.88	10,253.82	10,767.12
2454	52.16	54.77	57.51	60.39	63.41	4,172.80	4,381.60	4,600.80	4,831.20	5,072.80	9,075.84	9,529.98	10,006.74	10,507.86	11,033.34
2455	53.46	56.14	58.95	61.90	65.00	4,276.80	4,491.20	4,716.00	4,952.00	5,200.00	9,302.04	9,768.36	10,257.30	10,770.60	11,310.00
2456	54.80	57.54	60.42	63.45	66.63	4,384.00	4,603.20	4,833.60	5,076.00	5,330.40	9,535.20	10,011.96	10,513.08	11,040.30	11,593.62
2457	56.17	58.98	61.93	65.03	68.29	4,493.60	4,718.40	4,954.40	5,202.40	5,463.20	9,773.58	10,262.52	10,775.82	11,315.22	11,882.46
2458	57.57	60.45	63.48	66.66	70.00	4,605.60	4,836.00	5,078.40	5,332.80	5,600.00	10,017.18	10,518.30	11,045.52	11,598.84	12,180.00
2459	59.01	61.97	65.07	68.33	71.75	4,720.80	4,957.60	5,205.60	5,466.40	5,740.00	10,267.74	10,782.78	11,322.18	11,889.42	12,484.50
2460	60.49	63.52	66.70	70.04	73.55	4,839.20	5,081.60	5,336.00	5,603.20	5,884.00	10,525.26	11,052.48	11,605.80	12,186.96	12,797.70
2461	62.00	65.10	68.36	71.78	75.37	4,960.00	5,208.00	5,468.80	5,742.40	6,029.60	10,788.00	11,327.40	11,894.64	12,489.72	13,114.38
2462	63.55	66.73	70.07	73.58	77.26	5,084.00	5,338.40	5,605.60	5,886.40	6,180.80	11,057.70	11,611.02	12,192.18	12,802.92	13,443.24

CITY OF MODESTO
CLASS RANGE TABLE
EXECUTIVE MANAGEMENT
Effective **September 1, 2015**

RANGE	TITLE
1414	City Auditor City Clerk
1420	Director of Human Resources
1422	Chief Information Officer Director of Finance Director of Parks, Recreation and Neighborhoods Director of Public Works Director of Utility Planning and Projects
1425	Director of Administrative Services
1426	**Director of Community and Economic Development**
1427	Deputy City Manager
1428	City Attorney
1429	Director of Utilities
1436	City Manager

EXHIBIT D

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 14/15
EFFECTIVE September 1, 2015

Executive Management 2.00%

Range		HOURLY		Bi-weekly		Monthly	
1405		38.20	47.75	3,056.00	3,820.00	6,646.80	8,308.50
1406		39.16	48.94	3,132.80	3,915.20	6,813.84	8,515.56
1407		40.14	50.16	3,211.20	4,012.80	6,984.36	8,727.84
1408		41.14	51.41	3,291.20	4,112.80	7,158.36	8,945.34
1409		42.17	52.70	3,373.60	4,216.00	7,337.58	9,169.80
1410		43.22	54.02	3,457.60	4,321.60	7,520.28	9,399.48
1411		44.30	55.37	3,544.00	4,429.60	7,708.20	9,634.38
1412		45.41	56.75	3,632.80	4,540.00	7,901.34	9,874.50
1413		46.55	58.17	3,724.00	4,653.60	8,099.70	10,121.58
1414	City Clerk	47.71	59.62	3,816.80	4,769.60	8,301.54	10,373.88
	City Auditor	47.71	59.62	3,816.80	4,769.60	8,301.54	10,373.88
1415		48.90	61.11	3,912.00	4,888.80	8,508.60	10,633.14
1416		50.12	62.64	4,009.60	5,011.20	8,720.88	10,899.36
1417		51.37	64.21	4,109.60	5,136.80	8,938.38	11,172.54
1418		52.65	65.82	4,212.00	5,265.60	9,161.10	11,452.68
1419		53.97	67.47	4,317.60	5,397.60	9,390.78	11,739.78
1420	Director of Human Resources	55.32	69.16	4,425.60	5,532.80	9,625.68	12,033.84
		55.32	69.16	4,425.60	5,532.80	9,625.68	12,033.84
1421		56.70	70.89	4,536.00	5,671.20	9,865.80	12,334.86
1422	Chief Information Officer	58.12	72.66	4,649.60	5,812.80	10,112.88	12,642.84
		58.12	72.66	4,649.60	5,812.80	10,112.88	12,642.84
	Director of Finance	58.12	72.66	4,649.60	5,812.80	10,112.88	12,642.84
	Director of Public Works	58.12	72.66	4,649.60	5,812.80	10,112.88	12,642.84
	Director of Parks, Recreation & Neighborhoods	58.12	72.66	4,649.60	5,812.80	10,112.88	12,642.84
	Director of Utility Planning and Projects	58.12	72.66	4,649.60	5,812.80	10,112.88	12,642.84
1423		59.57	74.48	4,765.60	5,958.40	10,365.18	12,959.52
1424		61.06	76.34	4,884.80	6,107.20	10,624.44	13,283.16
1425	Director of Administrative Services	62.59	78.25	5,007.20	6,260.00	10,890.66	13,615.50
1426	Director of Community and Economic Development	64.15	80.21	5,132.00	6,416.80	11,162.10	13,956.54
1427	Deputy City Manager	65.75	82.22	5,260.00	6,577.60	11,440.50	14,306.28
1428	City Attorney	67.39	84.28	5,391.20	6,742.40	11,725.86	14,664.72
1429	Director of Utilities	69.07	86.39	5,525.60	6,911.20	12,018.18	15,031.86
1430		70.80	88.55	5,664.00	7,084.00	12,319.20	15,407.70
1431		72.57	90.76	5,805.60	7,260.80	12,627.18	15,792.24
1432		74.38	93.03	5,950.40	7,442.40	12,942.12	16,187.22
1433		76.24	95.36	6,099.20	7,628.80	13,265.76	16,592.64
1434		78.15	97.74	6,252.00	7,819.20	13,598.10	17,006.76
1435		80.10	100.18	6,408.00	8,014.40	13,937.40	17,431.32
1436	City Manager	82.10	102.68	6,568.00	8,214.40	14,285.40	17,866.32
1437		84.15	105.25	6,732.00	8,420.00	14,642.10	18,313.50
1438		86.25	107.88	6,900.00	8,630.40	15,007.50	18,771.12
1439		88.41	110.58	7,072.80	8,846.40	15,383.34	19,240.92
1440		90.62	113.34	7,249.60	9,067.20	15,767.88	19,721.16
1441		92.89	116.17	7,431.20	9,293.60	16,162.86	20,213.58

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 14/15
EFFECTIVE September 1, 2015

Executive Management 2.00%

Range	HOURLY	Bi-weekly	Monthly

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 14/15
EFFECTIVE September 1, 2015

Executive Management 2.00%

	HOURLY		Bi-weekly		Monthly	
1405	38.20	47.75	3,056.00	3,820.00	6,646.80	8,308.50
1406	39.16	48.94	3,132.80	3,915.20	6,813.84	8,515.56
1407	40.14	50.16	3,211.20	4,012.80	6,984.36	8,727.84
1408	41.14	51.41	3,291.20	4,112.80	7,158.36	8,945.34
1409	42.17	52.70	3,373.60	4,216.00	7,337.58	9,169.80
1410	43.22	54.02	3,457.60	4,321.60	7,520.28	9,399.48
1411	44.30	55.37	3,544.00	4,429.60	7,708.20	9,634.38
1412	45.41	56.75	3,632.80	4,540.00	7,901.34	9,874.50
1413	46.55	58.17	3,724.00	4,653.60	8,099.70	10,121.58
1414	47.71	59.62	3,816.80	4,769.60	8,301.54	10,373.88
1415	48.90	61.11	3,912.00	4,888.80	8,508.60	10,633.14
1416	50.12	62.64	4,009.60	5,011.20	8,720.88	10,899.36
1417	51.37	64.21	4,109.60	5,136.80	8,938.38	11,172.54
1418	52.65	65.82	4,212.00	5,265.60	9,161.10	11,452.68
1419	53.97	67.47	4,317.60	5,397.60	9,390.78	11,739.78
1420	55.32	69.16	4,425.60	5,532.80	9,625.68	12,033.84
1421	56.70	70.89	4,536.00	5,671.20	9,865.80	12,334.86
1422	58.12	72.66	4,649.60	5,812.80	10,112.88	12,642.84
1423	59.57	74.48	4,765.60	5,958.40	10,365.18	12,959.52
1424	61.06	76.34	4,884.80	6,107.20	10,624.44	13,283.16
1425	62.59	78.25	5,007.20	6,260.00	10,890.66	13,615.50
1426	64.15	80.21	5,132.00	6,416.80	11,162.10	13,956.54
1427	65.75	82.22	5,260.00	6,577.60	11,440.50	14,306.28
1428	67.39	84.28	5,391.20	6,742.40	11,725.86	14,664.72
1429	69.07	86.39	5,525.60	6,911.20	12,018.18	15,031.86
1430	70.80	88.55	5,664.00	7,084.00	12,319.20	15,407.70
1431	72.57	90.76	5,805.60	7,260.80	12,627.18	15,792.24
1432	74.38	93.03	5,950.40	7,442.40	12,942.12	16,187.22
1433	76.24	95.36	6,099.20	7,628.80	13,265.76	16,592.64
1434	78.15	97.74	6,252.00	7,819.20	13,598.10	17,006.76
1435	80.10	100.18	6,408.00	8,014.40	13,937.40	17,431.32
1436	82.10	102.68	6,568.00	8,214.40	14,285.40	17,866.32
1437	84.15	105.25	6,732.00	8,420.00	14,642.10	18,313.50
1438	86.25	107.88	6,900.00	8,630.40	15,007.50	18,771.12
1439	88.41	110.58	7,072.80	8,846.40	15,383.34	19,240.92
1440	90.62	113.34	7,249.60	9,067.20	15,767.88	19,721.16
1441	92.89	116.17	7,431.20	9,293.60	16,162.86	20,213.58

CITY OF MODESTO

SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 14/15

EFFECTIVE September 1, 2015

Executive Management 2.00%

HOURLY	Bi-weekly	Monthly

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 15/16
EFFECTIVE March 1, 2016 (Effective 2/23/16)

Executive Management 1.00%

Range		HOURLY		Bi-weekly		Monthly	
1405		38.58	48.23	3,086.40	3,858.40	6,712.92	8,392.02
1406		39.54	49.44	3,163.20	3,955.20	6,879.96	8,602.56
1407		40.53	50.68	3,242.40	4,054.40	7,052.22	8,818.32
1408		41.54	51.95	3,323.20	4,156.00	7,227.96	9,039.30
1409		42.58	53.25	3,406.40	4,260.00	7,408.92	9,265.50
1410		43.64	54.58	3,491.20	4,366.40	7,593.36	9,496.92
1411		44.73	55.94	3,578.40	4,475.20	7,783.02	9,733.56
1412		45.85	57.34	3,668.00	4,587.20	7,977.90	9,977.16
1413		47.00	58.77	3,760.00	4,701.60	8,178.00	10,225.98
1414	City Clerk	48.18	60.24	3,854.40	4,819.20	8,383.32	10,481.76
	City Auditor	48.18	60.24	3,854.40	4,819.20	8,383.32	10,481.76
1415		49.38	61.75	3,950.40	4,940.00	8,592.12	10,744.50
1416		50.61	63.29	4,048.80	5,063.20	8,806.14	11,012.46
1417		51.88	64.87	4,150.40	5,189.60	9,027.12	11,287.38
1418		53.18	66.49	4,254.40	5,319.20	9,253.32	11,569.26
1419		54.51	68.15	4,360.80	5,452.00	9,484.74	11,858.10
1420		55.87	69.85	4,469.60	5,588.00	9,721.38	12,153.90
	Director of Human Resources	55.87	69.85	4,469.60	5,588.00	9,721.38	12,153.90
1421		57.27	71.60	4,581.60	5,728.00	9,964.98	12,458.40
1422	Chief Information Officer	58.70	73.39	4,696.00	5,871.20	10,213.80	12,769.86
	Director of Finance	58.70	73.39	4,696.00	5,871.20	10,213.80	12,769.86
	Director of Public Works	58.70	73.39	4,696.00	5,871.20	10,213.80	12,769.86
	Director of Parks, Recreation & Neighborhoods	58.70	73.39	4,696.00	5,871.20	10,213.80	12,769.86
	Director of Utility Planning and Projects	58.70	73.39	4,696.00	5,871.20	10,213.80	12,769.86
1423		60.17	75.22	4,813.60	6,017.60	10,469.58	13,088.28
1424		61.67	77.10	4,933.60	6,168.00	10,730.58	13,415.40
1425	Director of Administrative Services	63.21	79.03	5,056.80	6,322.40	10,998.54	13,751.22
1426	Director of Community and Economic Development	64.79	81.01	5,183.20	6,480.80	11,273.46	14,095.74
1427	Deputy City Manager	66.41	83.04	5,312.80	6,643.20	11,555.34	14,448.96
1428	City Attorney	68.07	85.12	5,445.60	6,809.60	11,844.18	14,810.88
1429	Director of Utilities	69.77	87.25	5,581.60	6,980.00	12,139.98	15,181.50
1430		71.51	89.43	5,720.80	7,154.40	12,442.74	15,560.82
1431		73.30	91.67	5,864.00	7,333.60	12,754.20	15,950.58
1432		75.13	93.96	6,010.40	7,516.80	13,072.62	16,349.04
1433		77.01	96.31	6,160.80	7,704.80	13,399.74	16,757.94
1434		78.94	98.72	6,315.20	7,897.60	13,735.56	17,177.28
1435		80.91	101.19	6,472.80	8,095.20	14,078.34	17,607.06
1436	City Manager	82.93	103.72	6,634.40	8,297.60	14,429.82	18,047.28
1437		85.00	106.31	6,800.00	8,504.80	14,790.00	18,497.94
1438		87.13	108.97	6,970.40	8,717.60	15,160.62	18,960.78
1439		89.31	111.69	7,144.80	8,935.20	15,539.94	19,434.06
1440		91.54	114.48	7,323.20	9,158.40	15,927.96	19,919.52
1441		93.83	117.34	7,506.40	9,387.20	16,326.42	20,417.16

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 15/16
EFFECTIVE March 1, 2016 (Effective 2/23/16)

Executive Management 1.00%

Range	HOURLY	Bi-weekly	Monthly

CITY OF MODESTO

SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 15/16

EFFECTIVE March 1, 2016 (Effective 2/23/16)

Executive Management 1.00%

	HOURLY		Bi-weekly		Monthly	
1405	38.58	48.23	3,086.40	3,858.40	6,712.92	8,392.02
1406	39.54	49.44	3,163.20	3,955.20	6,879.96	8,602.56
1407	40.53	50.68	3,242.40	4,054.40	7,052.22	8,818.32
1408	41.54	51.95	3,323.20	4,156.00	7,227.96	9,039.30
1409	42.58	53.25	3,406.40	4,260.00	7,408.92	9,265.50
1410	43.64	54.58	3,491.20	4,366.40	7,593.36	9,496.92
1411	44.73	55.94	3,578.40	4,475.20	7,783.02	9,733.56
1412	45.85	57.34	3,668.00	4,587.20	7,977.90	9,977.16
1413	47.00	58.77	3,760.00	4,701.60	8,178.00	10,225.98
1414	48.18	60.24	3,854.40	4,819.20	8,383.32	10,481.76
1415	49.38	61.75	3,950.40	4,940.00	8,592.12	10,744.50
1416	50.61	63.29	4,048.80	5,063.20	8,806.14	11,012.46
1417	51.88	64.87	4,150.40	5,189.60	9,027.12	11,287.38
1418	53.18	66.49	4,254.40	5,319.20	9,253.32	11,569.26
1419	54.51	68.15	4,360.80	5,452.00	9,484.74	11,858.10
1420	55.87	69.85	4,469.60	5,588.00	9,721.38	12,153.90
1421	57.27	71.60	4,581.60	5,728.00	9,964.98	12,458.40
1422	58.70	73.39	4,696.00	5,871.20	10,213.80	12,769.86
1423	60.17	75.22	4,813.60	6,017.60	10,469.58	13,088.28
1424	61.67	77.10	4,933.60	6,168.00	10,730.58	13,415.40
1425	63.21	79.03	5,056.80	6,322.40	10,998.54	13,751.22
1426	64.79	81.01	5,183.20	6,480.80	11,273.46	14,095.74
1427	66.41	83.04	5,312.80	6,643.20	11,555.34	14,448.96
1428	68.07	85.12	5,445.60	6,809.60	11,844.18	14,810.88
1429	69.77	87.25	5,581.60	6,980.00	12,139.98	15,181.50
1430	71.51	89.43	5,720.80	7,154.40	12,442.74	15,560.82
1431	73.30	91.67	5,864.00	7,333.60	12,754.20	15,950.58
1432	75.13	93.96	6,010.40	7,516.80	13,072.62	16,349.04
1433	77.01	96.31	6,160.80	7,704.80	13,399.74	16,757.94
1434	78.94	98.72	6,315.20	7,897.60	13,735.56	17,177.28
1435	80.91	101.19	6,472.80	8,095.20	14,078.34	17,607.06
1436	82.93	103.72	6,634.40	8,297.60	14,429.82	18,047.28
1437	85.00	106.31	6,800.00	8,504.80	14,790.00	18,497.94
1438	87.13	108.97	6,970.40	8,717.60	15,160.62	18,960.78
1439	89.31	111.69	7,144.80	8,935.20	15,539.94	19,434.06
1440	91.54	114.48	7,323.20	9,158.40	15,927.96	19,919.52
1441	93.83	117.34	7,506.40	9,387.20	16,326.42	20,417.16

CITY OF MODESTO

SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 15/16

EFFECTIVE March 1, 2016 (Effective 2/23/16)

Executive Management 1.00%

HOURLY	Bi-weekly	Monthly

CITY OF MODESTO
CLASS RANGE TABLE
FIRE MANAGEMENT CLASSES
Effective **December 2, 2014**

RANGE	TITLE
520	**Fire Division Chief**
815	**Fire Battalion Chief (112 hrs)**
1815	**Fire Battalion Chief (80 hrs)**

EXHIBIT G

CITY OF MODESTO
CLASS RANGE TABLE
FIRE MANAGEMENT CLASSES
Effective **March 1, 2016**

RANGE	TITLE
522	**Fire Division Chief**
817	**Fire Battalion Chief (112 hrs)**
1817	**Fire Battalion Chief (80 hrs)**

EXHIBIT H

CITY OF MODESTO

SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 14/15

Effective December 2, 2014

FIRE MANAGEMENT - 80 HRS

BATTALION CHIEF 2.00%

Range	1	2	3	4	5	6	7	8	9
HOURLY									
1812	42.69	43.76	44.85	45.97	47.12	48.30	49.51	50.75	52.02
1813	43.76	44.85	45.97	47.12	48.30	49.51	50.75	52.02	53.32
1814	44.85	45.97	47.12	48.30	49.51	50.75	52.02	53.32	54.65
1815	45.97	47.12	48.30	49.51	50.75	52.02	53.32	54.65	56.02
1816	47.12	48.30	49.51	50.75	52.02	53.32	54.65	56.02	57.42
1817	48.30	49.51	50.75	52.02	53.32	54.65	56.02	57.42	58.86
1818	49.51	50.75	52.02	53.32	54.65	56.02	57.42	58.86	60.33
1819	50.75	52.02	53.32	54.65	56.02	57.42	58.86	60.33	61.84
1820	52.02	53.32	54.65	56.02	57.42	58.86	60.33	61.84	63.39
1821	53.32	54.65	56.02	57.42	58.86	60.33	61.84	63.39	64.97
1822	54.65	56.02	57.42	58.86	60.33	61.84	63.39	64.97	66.59
1823	56.02	57.42	58.86	60.33	61.84	63.39	64.97	66.59	68.25
1824	57.42	58.86	60.33	61.84	63.39	64.97	66.59	68.25	69.96
BIWEEKLY									
	1	2	3	4	5	6	7	8	9
1812	3,415.20	3,500.80	3,588.00	3,677.60	3,769.60	3,864.00	3,960.80	4,060.00	4,161.60
1813	3,500.80	3,588.00	3,677.60	3,769.60	3,864.00	3,960.80	4,060.00	4,161.60	4,265.60
1814	3,588.00	3,677.60	3,769.60	3,864.00	3,960.80	4,060.00	4,161.60	4,265.60	4,372.00
1815	3,677.60	3,769.60	3,864.00	3,960.80	4,060.00	4,161.60	4,265.60	4,372.00	4,481.60
1816	3,769.60	3,864.00	3,960.80	4,060.00	4,161.60	4,265.60	4,372.00	4,481.60	4,593.60
1817	3,864.00	3,960.80	4,060.00	4,161.60	4,265.60	4,372.00	4,481.60	4,593.60	4,708.80
1818	3,960.80	4,060.00	4,161.60	4,265.60	4,372.00	4,481.60	4,593.60	4,708.80	4,826.40
1819	4,060.00	4,161.60	4,265.60	4,372.00	4,481.60	4,593.60	4,708.80	4,826.40	4,947.20
1820	4,161.60	4,265.60	4,372.00	4,481.60	4,593.60	4,708.80	4,826.40	4,947.20	5,071.20
1821	4,265.60	4,372.00	4,481.60	4,593.60	4,708.80	4,826.40	4,947.20	5,071.20	5,197.60
1822	4,372.00	4,481.60	4,593.60	4,708.80	4,826.40	4,947.20	5,071.20	5,197.60	5,327.20
1823	4,481.60	4,593.60	4,708.80	4,826.40	4,947.20	5,071.20	5,197.60	5,327.20	5,460.00
1824	4,593.60	4,708.80	4,826.40	4,947.20	5,071.20	5,197.60	5,327.20	5,460.00	5,596.80
MONTHLY									
	1	2	3	4	5	6	7	8	9
1812	7,428.06	7,614.24	7,803.90	7,998.78	8,198.88	8,404.20	8,614.74	8,830.50	9,051.48
1813	7,614.24	7,803.90	7,998.78	8,198.88	8,404.20	8,614.74	8,830.50	9,051.48	9,277.68
1814	7,803.90	7,998.78	8,198.88	8,404.20	8,614.74	8,830.50	9,051.48	9,277.68	9,509.10
1815	7,998.78	8,198.88	8,404.20	8,614.74	8,830.50	9,051.48	9,277.68	9,509.10	9,747.48
1816	8,198.88	8,404.20	8,614.74	8,830.50	9,051.48	9,277.68	9,509.10	9,747.48	9,991.08
1817	8,404.20	8,614.74	8,830.50	9,051.48	9,277.68	9,509.10	9,747.48	9,991.08	10,241.64
1818	8,614.74	8,830.50	9,051.48	9,277.68	9,509.10	9,747.48	9,991.08	10,241.64	10,497.42
1819	8,830.50	9,051.48	9,277.68	9,509.10	9,747.48	9,991.08	10,241.64	10,497.42	10,760.16
1820	9,051.48	9,277.68	9,509.10	9,747.48	9,991.08	10,241.64	10,497.42	10,760.16	11,029.86
1821	9,277.68	9,509.10	9,747.48	9,991.08	10,241.64	10,497.42	10,760.16	11,029.86	11,304.78
1822	9,509.10	9,747.48	9,991.08	10,241.64	10,497.42	10,760.16	11,029.86	11,304.78	11,586.66
1823	9,747.48	9,991.08	10,241.64	10,497.42	10,760.16	11,029.86	11,304.78	11,586.66	11,875.50
1824	9,991.08	10,241.64	10,497.42	10,760.16	11,029.86	11,304.78	11,586.66	11,875.50	12,173.04

SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 14/15

Effective December 2, 2014

SCHEDULE - X

FIRE MANAGEMENT - 80 HRS

BATTALION CHIEF 2.00%

Range	1	2	3	4	5	6	7	8	9
HOURLY									
1825	58.86	60.33	61.84	63.39	64.97	66.59	68.25	69.96	71.71
1826	60.33	61.84	63.39	64.97	66.59	68.25	69.96	71.71	73.50
1827	61.84	63.39	64.97	66.59	68.25	69.96	71.71	73.50	75.34
1828	63.39	64.97	66.59	68.25	69.96	71.71	73.50	75.34	77.22
BIWEEKLY									
	1	2	3	4	5	6	7	8	9
1825	4,708.80	4,826.40	4,947.20	5,071.20	5,197.60	5,327.20	5,460.00	5,596.80	5,736.80
1826	4,826.40	4,947.20	5,071.20	5,197.60	5,327.20	5,460.00	5,596.80	5,736.80	5,880.00
1827	4,947.20	5,071.20	5,197.60	5,327.20	5,460.00	5,596.80	5,736.80	5,880.00	6,027.20
1828	5,071.20	5,197.60	5,327.20	5,460.00	5,596.80	5,736.80	5,880.00	6,027.20	6,177.60
MONTHLY									
	1	2	3	4	5	6	7	8	9
1825	10,241.64	10,497.42	10,760.16	11,029.86	11,304.78	11,586.66	11,875.50	12,173.04	12,477.54
1826	10,497.42	10,760.16	11,029.86	11,304.78	11,586.66	11,875.50	12,173.04	12,477.54	12,789.00
1827	10,760.16	11,029.86	11,304.78	11,586.66	11,875.50	12,173.04	12,477.54	12,789.00	13,109.16
1828	11,029.86	11,304.78	11,586.66	11,875.50	12,173.04	12,477.54	12,789.00	13,109.16	13,436.28

CITY OF MODESTO

SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 14/15

Effective December 2, 2014

FIRE MANAGEMENT - 112 HRS

BATTALION CHIEF 2.00%

Range	1	2	3	4	5	6	7	8	9
HOURLY									
812	30.49	31.25	32.03	32.83	33.65	34.49	35.35	36.23	37.14
813	31.25	32.03	32.83	33.65	34.49	35.35	36.23	37.14	38.07
814	32.03	32.83	33.65	34.49	35.35	36.23	37.14	38.07	39.02
815	32.83	33.65	34.49	35.35	36.23	37.14	38.07	39.02	40.00
816	33.65	34.49	35.35	36.23	37.14	38.07	39.02	40.00	41.00
817	34.49	35.35	36.23	37.14	38.07	39.02	40.00	41.00	42.03
818	35.35	36.23	37.14	38.07	39.02	40.00	41.00	42.03	43.08
819	36.23	37.14	38.07	39.02	40.00	41.00	42.03	43.08	44.16
820	37.14	38.07	39.02	40.00	41.00	42.03	43.08	44.16	45.26
821	38.07	39.02	40.00	41.00	42.03	43.08	44.16	45.26	46.39
822	39.02	40.00	41.00	42.03	43.08	44.16	45.26	46.39	47.55
823	40.00	41.00	42.03	43.08	44.16	45.26	46.39	47.55	48.74
824	41.00	42.03	43.08	44.16	45.26	46.39	47.55	48.74	49.96
BIWEEKLY									
	1	2	3	4	5	6	7	8	9
812	3,414.88	3,500.00	3,587.36	3,676.96	3,768.80	3,862.88	3,959.20	4,057.76	4,159.68
813	3,500.00	3,587.36	3,676.96	3,768.80	3,862.88	3,959.20	4,057.76	4,159.68	4,263.84
814	3,587.36	3,676.96	3,768.80	3,862.88	3,959.20	4,057.76	4,159.68	4,263.84	4,370.24
815	3,676.96	3,768.80	3,862.88	3,959.20	4,057.76	4,159.68	4,263.84	4,370.24	4,480.00
816	3,768.80	3,862.88	3,959.20	4,057.76	4,159.68	4,263.84	4,370.24	4,480.00	4,592.00
817	3,862.88	3,959.20	4,057.76	4,159.68	4,263.84	4,370.24	4,480.00	4,592.00	4,707.36
818	3,959.20	4,057.76	4,159.68	4,263.84	4,370.24	4,480.00	4,592.00	4,707.36	4,824.96
819	4,057.76	4,159.68	4,263.84	4,370.24	4,480.00	4,592.00	4,707.36	4,824.96	4,945.92
820	4,159.68	4,263.84	4,370.24	4,480.00	4,592.00	4,707.36	4,824.96	4,945.92	5,069.12
821	4,263.84	4,370.24	4,480.00	4,592.00	4,707.36	4,824.96	4,945.92	5,069.12	5,195.68
822	4,370.24	4,480.00	4,592.00	4,707.36	4,824.96	4,945.92	5,069.12	5,195.68	5,325.60
823	4,480.00	4,592.00	4,707.36	4,824.96	4,945.92	5,069.12	5,195.68	5,325.60	5,458.88
824	4,592.00	4,707.36	4,824.96	4,945.92	5,069.12	5,195.68	5,325.60	5,458.88	5,595.52
MONTHLY									
	1	2	3	4	5	6	7	8	9
812	7,427.36	7,612.50	7,802.51	7,997.39	8,197.14	8,401.76	8,611.26	8,825.63	9,047.30
813	7,612.50	7,802.51	7,997.39	8,197.14	8,401.76	8,611.26	8,825.63	9,047.30	9,273.85
814	7,802.51	7,997.39	8,197.14	8,401.76	8,611.26	8,825.63	9,047.30	9,273.85	9,505.27
815	7,997.39	8,197.14	8,401.76	8,611.26	8,825.63	9,047.30	9,273.85	9,505.27	9,744.00
816	8,197.14	8,401.76	8,611.26	8,825.63	9,047.30	9,273.85	9,505.27	9,744.00	9,987.60
817	8,401.76	8,611.26	8,825.63	9,047.30	9,273.85	9,505.27	9,744.00	9,987.60	10,238.51
818	8,611.26	8,825.63	9,047.30	9,273.85	9,505.27	9,744.00	9,987.60	10,238.51	10,494.29
819	8,825.63	9,047.30	9,273.85	9,505.27	9,744.00	9,987.60	10,238.51	10,494.29	10,757.38
820	9,047.30	9,273.85	9,505.27	9,744.00	9,987.60	10,238.51	10,494.29	10,757.38	11,025.34
821	9,273.85	9,505.27	9,744.00	9,987.60	10,238.51	10,494.29	10,757.38	11,025.34	11,300.60
822	9,505.27	9,744.00	9,987.60	10,238.51	10,494.29	10,757.38	11,025.34	11,300.60	11,583.18
823	9,744.00	9,987.60	10,238.51	10,494.29	10,757.38	11,025.34	11,300.60	11,583.18	11,873.06
824	9,987.60	10,238.51	10,494.29	10,757.38	11,025.34	11,300.60	11,583.18	11,873.06	12,170.26

CITY OF MODESTO

SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 15/16

Effective March 1,2016 (Effective 2-23-16)

FIRE MANAGEMENT - 80 HRS

BATTALION CHIEF 1.00%

Range	1	2	3	4	5	6	7	8	9
HOURLY									
1812	43.12	44.20	45.31	46.44	47.60	48.79	50.01	51.26	52.54
1813	44.20	45.31	46.44	47.60	48.79	50.01	51.26	52.54	53.85
1814	45.31	46.44	47.60	48.79	50.01	51.26	52.54	53.85	55.20
1815	46.44	47.60	48.79	50.01	51.26	52.54	53.85	55.20	56.58
1816	47.60	48.79	50.01	51.26	52.54	53.85	55.20	56.58	57.99
1817	48.79	50.01	51.26	52.54	53.85	55.20	56.58	57.99	59.44
1818	50.01	51.26	52.54	53.85	55.20	56.58	57.99	59.44	60.93
1819	51.26	52.54	53.85	55.20	56.58	57.99	59.44	60.93	62.45
1820	52.54	53.85	55.20	56.58	57.99	59.44	60.93	62.45	64.01
1821	53.85	55.20	56.58	57.99	59.44	60.93	62.45	64.01	65.61
1822	55.20	56.58	57.99	59.44	60.93	62.45	64.01	65.61	67.25
1823	56.58	57.99	59.44	60.93	62.45	64.01	65.61	67.25	68.93
1824	57.99	59.44	60.93	62.45	64.01	65.61	67.25	68.93	70.65
BIWEEKLY									
	1	2	3	4	5	6	7	8	9
1812	3,449.60	3,536.00	3,624.80	3,715.20	3,808.00	3,903.20	4,000.80	4,100.80	4,203.20
1813	3,536.00	3,624.80	3,715.20	3,808.00	3,903.20	4,000.80	4,100.80	4,203.20	4,308.00
1814	3,624.80	3,715.20	3,808.00	3,903.20	4,000.80	4,100.80	4,203.20	4,308.00	4,416.00
1815	3,715.20	3,808.00	3,903.20	4,000.80	4,100.80	4,203.20	4,308.00	4,416.00	4,526.40
1816	3,808.00	3,903.20	4,000.80	4,100.80	4,203.20	4,308.00	4,416.00	4,526.40	4,639.20
1817	3,903.20	4,000.80	4,100.80	4,203.20	4,308.00	4,416.00	4,526.40	4,639.20	4,755.20
1818	4,000.80	4,100.80	4,203.20	4,308.00	4,416.00	4,526.40	4,639.20	4,755.20	4,874.40
1819	4,100.80	4,203.20	4,308.00	4,416.00	4,526.40	4,639.20	4,755.20	4,874.40	4,996.00
1820	4,203.20	4,308.00	4,416.00	4,526.40	4,639.20	4,755.20	4,874.40	4,996.00	5,120.80
1821	4,308.00	4,416.00	4,526.40	4,639.20	4,755.20	4,874.40	4,996.00	5,120.80	5,248.80
1822	4,416.00	4,526.40	4,639.20	4,755.20	4,874.40	4,996.00	5,120.80	5,248.80	5,380.00
1823	4,526.40	4,639.20	4,755.20	4,874.40	4,996.00	5,120.80	5,248.80	5,380.00	5,514.40
1824	4,639.20	4,755.20	4,874.40	4,996.00	5,120.80	5,248.80	5,380.00	5,514.40	5,652.00
MONTHLY									
	1	2	3	4	5	6	7	8	9
1812	7,502.88	7,690.80	7,883.94	8,080.56	8,282.40	8,489.46	8,701.74	8,919.24	9,141.96
1813	7,690.80	7,883.94	8,080.56	8,282.40	8,489.46	8,701.74	8,919.24	9,141.96	9,369.90
1814	7,883.94	8,080.56	8,282.40	8,489.46	8,701.74	8,919.24	9,141.96	9,369.90	9,604.80
1815	8,080.56	8,282.40	8,489.46	8,701.74	8,919.24	9,141.96	9,369.90	9,604.80	9,844.92
1816	8,282.40	8,489.46	8,701.74	8,919.24	9,141.96	9,369.90	9,604.80	9,844.92	10,090.26
1817	8,489.46	8,701.74	8,919.24	9,141.96	9,369.90	9,604.80	9,844.92	10,090.26	10,342.56
1818	8,701.74	8,919.24	9,141.96	9,369.90	9,604.80	9,844.92	10,090.26	10,342.56	10,601.82
1819	8,919.24	9,141.96	9,369.90	9,604.80	9,844.92	10,090.26	10,342.56	10,601.82	10,866.30
1820	9,141.96	9,369.90	9,604.80	9,844.92	10,090.26	10,342.56	10,601.82	10,866.30	11,137.74
1821	9,369.90	9,604.80	9,844.92	10,090.26	10,342.56	10,601.82	10,866.30	11,137.74	11,416.14
1822	9,604.80	9,844.92	10,090.26	10,342.56	10,601.82	10,866.30	11,137.74	11,416.14	11,701.50
1823	9,844.92	10,090.26	10,342.56	10,601.82	10,866.30	11,137.74	11,416.14	11,701.50	11,993.82
1824	10,090.26	10,342.56	10,601.82	10,866.30	11,137.74	11,416.14	11,701.50	11,993.82	12,293.10

SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 15/16

Effective March 1,2016 (Effective 2-23-16)

FIRE MANAGEMENT - 80 HRS

BATTALION CHIEF 1.00%

Range	1	2	3	4	5	6	7	8	9
HOURLY									
1825	59.44	60.93	62.45	64.01	65.61	67.25	68.93	70.65	72.42
1826	60.93	62.45	64.01	65.61	67.25	68.93	70.65	72.42	74.23
1827	62.45	64.01	65.61	67.25	68.93	70.65	72.42	74.23	76.09
1828	64.01	65.61	67.25	68.93	70.65	72.42	74.23	76.09	77.99
BIWEEKLY									
	1	2	3	4	5	6	7	8	9
1825	4,755.20	4,874.40	4,996.00	5,120.80	5,248.80	5,380.00	5,514.40	5,652.00	5,793.60
1826	4,874.40	4,996.00	5,120.80	5,248.80	5,380.00	5,514.40	5,652.00	5,793.60	5,938.40
1827	4,996.00	5,120.80	5,248.80	5,380.00	5,514.40	5,652.00	5,793.60	5,938.40	6,087.20
1828	5,120.80	5,248.80	5,380.00	5,514.40	5,652.00	5,793.60	5,938.40	6,087.20	6,239.20
MONTHLY									
	1	2	3	4	5	6	7	8	9
1825	10,342.56	10,601.82	10,866.30	11,137.74	11,416.14	11,701.50	11,993.82	12,293.10	12,601.08
1826	10,601.82	10,866.30	11,137.74	11,416.14	11,701.50	11,993.82	12,293.10	12,601.08	12,916.02
1827	10,866.30	11,137.74	11,416.14	11,701.50	11,993.82	12,293.10	12,601.08	12,916.02	13,239.66
1828	11,137.74	11,416.14	11,701.50	11,993.82	12,293.10	12,601.08	12,916.02	13,239.66	13,570.26

CITY OF MODESTO

SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 15/16

Effective March 1,2016 (Effective 2-23-16)

FIRE MANAGEMENT - 112 HRS

BATTALION CHIEF 1.00%

Range	1	2	3	4	5	6	7	8	9
HOURLY									
812	30.79	31.56	32.35	33.16	33.99	34.84	35.71	36.60	37.52
813	31.56	32.35	33.16	33.99	34.84	35.71	36.60	37.52	38.46
814	32.35	33.16	33.99	34.84	35.71	36.60	37.52	38.46	39.42
815	33.16	33.99	34.84	35.71	36.60	37.52	38.46	39.42	40.41
816	33.99	34.84	35.71	36.60	37.52	38.46	39.42	40.41	41.42
817	34.84	35.71	36.60	37.52	38.46	39.42	40.41	41.42	42.46
818	35.71	36.60	37.52	38.46	39.42	40.41	41.42	42.46	43.52
819	36.60	37.52	38.46	39.42	40.41	41.42	42.46	43.52	44.61
820	37.52	38.46	39.42	40.41	41.42	42.46	43.52	44.61	45.73
821	38.46	39.42	40.41	41.42	42.46	43.52	44.61	45.73	46.87
822	39.42	40.41	41.42	42.46	43.52	44.61	45.73	46.87	48.04
823	40.41	41.42	42.46	43.52	44.61	45.73	46.87	48.04	49.24
824	41.42	42.46	43.52	44.61	45.73	46.87	48.04	49.24	50.47
BIWEEKLY									
	1	2	3	4	5	6	7	8	9
812	3,448.48	3,534.72	3,623.20	3,713.92	3,806.88	3,902.08	3,999.52	4,099.20	4,202.24
813	3,534.72	3,623.20	3,713.92	3,806.88	3,902.08	3,999.52	4,099.20	4,202.24	4,307.52
814	3,623.20	3,713.92	3,806.88	3,902.08	3,999.52	4,099.20	4,202.24	4,307.52	4,415.04
815	3,713.92	3,806.88	3,902.08	3,999.52	4,099.20	4,202.24	4,307.52	4,415.04	4,525.92
816	3,806.88	3,902.08	3,999.52	4,099.20	4,202.24	4,307.52	4,415.04	4,525.92	4,639.04
817	3,902.08	3,999.52	4,099.20	4,202.24	4,307.52	4,415.04	4,525.92	4,639.04	4,755.52
818	3,999.52	4,099.20	4,202.24	4,307.52	4,415.04	4,525.92	4,639.04	4,755.52	4,874.24
819	4,099.20	4,202.24	4,307.52	4,415.04	4,525.92	4,639.04	4,755.52	4,874.24	4,996.32
820	4,202.24	4,307.52	4,415.04	4,525.92	4,639.04	4,755.52	4,874.24	4,996.32	5,121.76
821	4,307.52	4,415.04	4,525.92	4,639.04	4,755.52	4,874.24	4,996.32	5,121.76	5,249.44
822	4,415.04	4,525.92	4,639.04	4,755.52	4,874.24	4,996.32	5,121.76	5,249.44	5,380.48
823	4,525.92	4,639.04	4,755.52	4,874.24	4,996.32	5,121.76	5,249.44	5,380.48	5,514.88
824	4,639.04	4,755.52	4,874.24	4,996.32	5,121.76	5,249.44	5,380.48	5,514.88	5,652.64
MONTHLY									
	1	2	3	4	5	6	7	8	9
812	7,500.44	7,688.02	7,880.46	8,077.78	8,279.96	8,487.02	8,698.96	8,915.76	9,139.87
813	7,688.02	7,880.46	8,077.78	8,279.96	8,487.02	8,698.96	8,915.76	9,139.87	9,368.86
814	7,880.46	8,077.78	8,279.96	8,487.02	8,698.96	8,915.76	9,139.87	9,368.86	9,602.71
815	8,077.78	8,279.96	8,487.02	8,698.96	8,915.76	9,139.87	9,368.86	9,602.71	9,843.88
816	8,279.96	8,487.02	8,698.96	8,915.76	9,139.87	9,368.86	9,602.71	9,843.88	10,089.91
817	8,487.02	8,698.96	8,915.76	9,139.87	9,368.86	9,602.71	9,843.88	10,089.91	10,343.26
818	8,698.96	8,915.76	9,139.87	9,368.86	9,602.71	9,843.88	10,089.91	10,343.26	10,601.47
819	8,915.76	9,139.87	9,368.86	9,602.71	9,843.88	10,089.91	10,343.26	10,601.47	10,867.00
820	9,139.87	9,368.86	9,602.71	9,843.88	10,089.91	10,343.26	10,601.47	10,867.00	11,139.83
821	9,368.86	9,602.71	9,843.88	10,089.91	10,343.26	10,601.47	10,867.00	11,139.83	11,417.53
822	9,602.71	9,843.88	10,089.91	10,343.26	10,601.47	10,867.00	11,139.83	11,417.53	11,702.54
823	9,843.88	10,089.91	10,343.26	10,601.47	10,867.00	11,139.83	11,417.53	11,702.54	11,994.86
824	10,089.91	10,343.26	10,601.47	10,867.00	11,139.83	11,417.53	11,702.54	11,994.86	12,294.49

CITY OF MODESTO

SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 14/15

Effective December 2, 2014

MANAGEMENT/CONFIDENTIAL FIRE - 80 hours

DIVISION CHIEF 2.00%

Range	1	2	3	4	5	6	7	8	9
HOURLY									
0515	45.21	46.34	47.50	48.69	49.91	51.16	52.44	53.75	55.09
0516	46.34	47.50	48.69	49.91	51.16	52.44	53.75	55.09	56.47
0517	47.50	48.69	49.91	51.16	52.44	53.75	55.09	56.47	57.88
0518	48.69	49.91	51.16	52.44	53.75	55.09	56.47	57.88	59.33
0519	49.91	51.16	52.44	53.75	55.09	56.47	57.88	59.33	60.81
0520	51.16	52.44	53.75	55.09	56.47	57.88	59.33	60.81	62.33
0521	52.44	53.75	55.09	56.47	57.88	59.33	60.81	62.33	63.89
0522	53.75	55.09	56.47	57.88	59.33	60.81	62.33	63.89	65.49
0523	55.09	56.47	57.88	59.33	60.81	62.33	63.89	65.49	67.13
0524	56.47	57.88	59.33	60.81	62.33	63.89	65.49	67.13	68.81
0525	57.88	59.33	60.81	62.33	63.89	65.49	67.13	68.81	70.53
0526	59.33	60.81	62.33	63.89	65.49	67.13	68.81	70.53	72.29
0527	60.81	62.33	63.89	65.49	67.13	68.81	70.53	72.29	74.10
0528	62.33	63.89	65.49	67.13	68.81	70.53	72.29	74.10	75.95
B-WEEKLY									
	1	2	3	4	5	6	7	8	9
0515	3,616.80	3,707.20	3,800.00	3,895.20	3,992.80	4,092.80	4,195.20	4,300.00	4,407.20
0516	3,707.20	3,800.00	3,895.20	3,992.80	4,092.80	4,195.20	4,300.00	4,407.20	4,517.60
0517	3,800.00	3,895.20	3,992.80	4,092.80	4,195.20	4,300.00	4,407.20	4,517.60	4,630.40
0518	3,895.20	3,992.80	4,092.80	4,195.20	4,300.00	4,407.20	4,517.60	4,630.40	4,746.40
0519	3,992.80	4,092.80	4,195.20	4,300.00	4,407.20	4,517.60	4,630.40	4,746.40	4,864.80
0520	4,092.80	4,195.20	4,300.00	4,407.20	4,517.60	4,630.40	4,746.40	4,864.80	4,986.40
0521	4,195.20	4,300.00	4,407.20	4,517.60	4,630.40	4,746.40	4,864.80	4,986.40	5,111.20
0522	4,300.00	4,407.20	4,517.60	4,630.40	4,746.40	4,864.80	4,986.40	5,111.20	5,239.20
0523	4,407.20	4,517.60	4,630.40	4,746.40	4,864.80	4,986.40	5,111.20	5,239.20	5,370.40
0524	4,517.60	4,630.40	4,746.40	4,864.80	4,986.40	5,111.20	5,239.20	5,370.40	5,504.80
0525	4,630.40	4,746.40	4,864.80	4,986.40	5,111.20	5,239.20	5,370.40	5,504.80	5,642.40
0526	4,746.40	4,864.80	4,986.40	5,111.20	5,239.20	5,370.40	5,504.80	5,642.40	5,783.20
0527	4,864.80	4,986.40	5,111.20	5,239.20	5,370.40	5,504.80	5,642.40	5,783.20	5,928.00
0528	4,986.40	5,111.20	5,239.20	5,370.40	5,504.80	5,642.40	5,783.20	5,928.00	6,076.00
MONTHLY									
	1	2	3	4	5	6	7	8	9
0515	7,866.54	8,063.16	8,265.00	8,472.06	8,684.34	8,901.84	9,124.56	9,352.50	9,585.66
0516	8,063.16	8,265.00	8,472.06	8,684.34	8,901.84	9,124.56	9,352.50	9,585.66	9,825.78
0517	8,265.00	8,472.06	8,684.34	8,901.84	9,124.56	9,352.50	9,585.66	9,825.78	10,071.12
0518	8,472.06	8,684.34	8,901.84	9,124.56	9,352.50	9,585.66	9,825.78	10,071.12	10,323.42
0519	8,684.34	8,901.84	9,124.56	9,352.50	9,585.66	9,825.78	10,071.12	10,323.42	10,580.94
0520	8,901.84	9,124.56	9,352.50	9,585.66	9,825.78	10,071.12	10,323.42	10,580.94	10,845.42
0521	9,124.56	9,352.50	9,585.66	9,825.78	10,071.12	10,323.42	10,580.94	10,845.42	11,116.86
0522	9,352.50	9,585.66	9,825.78	10,071.12	10,323.42	10,580.94	10,845.42	11,116.86	11,395.26
0523	9,585.66	9,825.78	10,071.12	10,323.42	10,580.94	10,845.42	11,116.86	11,395.26	11,680.62
0524	9,825.78	10,071.12	10,323.42	10,580.94	10,845.42	11,116.86	11,395.26	11,680.62	11,972.94
0525	10,071.12	10,323.42	10,580.94	10,845.42	11,116.86	11,395.26	11,680.62	11,972.94	12,272.22
0526	10,323.42	10,580.94	10,845.42	11,116.86	11,395.26	11,680.62	11,972.94	12,272.22	12,578.46
0527	10,580.94	10,845.42	11,116.86	11,395.26	11,680.62	11,972.94	12,272.22	12,578.46	12,893.40
0528	10,845.42	11,116.86	11,395.26	11,680.62	11,972.94	12,272.22	12,578.46	12,893.40	13,215.30

CITY OF MODESTO

SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 15/16

Effective March 1, 2016 (Effective 2/23/16)

MANAGEMENT/CONFIDENTIAL FIRE - 80 hours

DIVISION CHIEF 1.00%

Range	1	2	3	4	5	6	7	8	9
HOURLY									
0515	45.66	46.80	47.97	49.17	50.40	51.66	52.95	54.27	55.63
0516	46.80	47.97	49.17	50.40	51.66	52.95	54.27	55.63	57.02
0517	47.97	49.17	50.40	51.66	52.95	54.27	55.63	57.02	58.45
0518	49.17	50.40	51.66	52.95	54.27	55.63	57.02	58.45	59.91
0519	50.40	51.66	52.95	54.27	55.63	57.02	58.45	59.91	61.41
0520	51.66	52.95	54.27	55.63	57.02	58.45	59.91	61.41	62.95
0521	52.95	54.27	55.63	57.02	58.45	59.91	61.41	62.95	64.52
0522	54.27	55.63	57.02	58.45	59.91	61.41	62.95	64.52	66.13
0523	55.63	57.02	58.45	59.91	61.41	62.95	64.52	66.13	67.78
0524	57.02	58.45	59.91	61.41	62.95	64.52	66.13	67.78	69.47
0525	58.45	59.91	61.41	62.95	64.52	66.13	67.78	69.47	71.21
0526	59.91	61.41	62.95	64.52	66.13	67.78	69.47	71.21	72.99
0527	61.41	62.95	64.52	66.13	67.78	69.47	71.21	72.99	74.81
0528	62.95	64.52	66.13	67.78	69.47	71.21	72.99	74.81	76.68
B-WEEKLY									
	1	2	3	4	5	6	7	8	9
0515	3,652.80	3,744.00	3,837.60	3,933.60	4,032.00	4,132.80	4,236.00	4,341.60	4,450.40
0516	3,744.00	3,837.60	3,933.60	4,032.00	4,132.80	4,236.00	4,341.60	4,450.40	4,561.60
0517	3,837.60	3,933.60	4,032.00	4,132.80	4,236.00	4,341.60	4,450.40	4,561.60	4,676.00
0518	3,933.60	4,032.00	4,132.80	4,236.00	4,341.60	4,450.40	4,561.60	4,676.00	4,792.80
0519	4,032.00	4,132.80	4,236.00	4,341.60	4,450.40	4,561.60	4,676.00	4,792.80	4,912.80
0520	4,132.80	4,236.00	4,341.60	4,450.40	4,561.60	4,676.00	4,792.80	4,912.80	5,036.00
0521	4,236.00	4,341.60	4,450.40	4,561.60	4,676.00	4,792.80	4,912.80	5,036.00	5,161.60
0522	4,341.60	4,450.40	4,561.60	4,676.00	4,792.80	4,912.80	5,036.00	5,161.60	5,290.40
0523	4,450.40	4,561.60	4,676.00	4,792.80	4,912.80	5,036.00	5,161.60	5,290.40	5,422.40
0524	4,561.60	4,676.00	4,792.80	4,912.80	5,036.00	5,161.60	5,290.40	5,422.40	5,557.60
0525	4,676.00	4,792.80	4,912.80	5,036.00	5,161.60	5,290.40	5,422.40	5,557.60	5,696.80
0526	4,792.80	4,912.80	5,036.00	5,161.60	5,290.40	5,422.40	5,557.60	5,696.80	5,839.20
0527	4,912.80	5,036.00	5,161.60	5,290.40	5,422.40	5,557.60	5,696.80	5,839.20	5,984.80
0528	5,036.00	5,161.60	5,290.40	5,422.40	5,557.60	5,696.80	5,839.20	5,984.80	6,134.40
MONTHLY									
	1	2	3	4	5	6	7	8	9
0515	7,944.84	8,143.20	8,346.78	8,555.58	8,769.60	8,988.84	9,213.30	9,442.98	9,679.62
0516	8,143.20	8,346.78	8,555.58	8,769.60	8,988.84	9,213.30	9,442.98	9,679.62	9,921.48
0517	8,346.78	8,555.58	8,769.60	8,988.84	9,213.30	9,442.98	9,679.62	9,921.48	10,170.30
0518	8,555.58	8,769.60	8,988.84	9,213.30	9,442.98	9,679.62	9,921.48	10,170.30	10,424.34
0519	8,769.60	8,988.84	9,213.30	9,442.98	9,679.62	9,921.48	10,170.30	10,424.34	10,685.34
0520	8,988.84	9,213.30	9,442.98	9,679.62	9,921.48	10,170.30	10,424.34	10,685.34	10,953.30
0521	9,213.30	9,442.98	9,679.62	9,921.48	10,170.30	10,424.34	10,685.34	10,953.30	11,226.48
0522	9,442.98	9,679.62	9,921.48	10,170.30	10,424.34	10,685.34	10,953.30	11,226.48	11,506.62
0523	9,679.62	9,921.48	10,170.30	10,424.34	10,685.34	10,953.30	11,226.48	11,506.62	11,793.72
0524	9,921.48	10,170.30	10,424.34	10,685.34	10,953.30	11,226.48	11,506.62	11,793.72	12,087.78
0525	10,170.30	10,424.34	10,685.34	10,953.30	11,226.48	11,506.62	11,793.72	12,087.78	12,390.54
0526	10,424.34	10,685.34	10,953.30	11,226.48	11,506.62	11,793.72	12,087.78	12,390.54	12,700.26
0527	10,685.34	10,953.30	11,226.48	11,506.62	11,793.72	12,087.78	12,390.54	12,700.26	13,016.94
0528	10,953.30	11,226.48	11,506.62	11,793.72	12,087.78	12,390.54	12,700.26	13,016.94	13,342.32

CITY OF MODESTO
CLASS RANGE TABLE
POLICE MANAGEMENT CLASSES (Unrepresented)
Effective **January 6, 2009**

RANGE	TITLE
1623	Police Captain

EXHIBIT M

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 12/13
EFFECTIVE March 12, 2013

MANAGEMENT - **POLICE - UNREPRESENTED** 3.00%

HOURLY	A		B		C		D		E
Range	1	2	3	4	5	6	7	8	9
1601	29.47	30.21	30.97	31.74	32.53	33.34	34.17	35.02	35.90
1602	30.21	30.97	31.74	32.53	33.34	34.17	35.02	35.90	36.80
1603	30.97	31.74	32.53	33.34	34.17	35.02	35.90	36.80	37.72
1604	31.74	32.53	33.34	34.17	35.02	35.90	36.80	37.72	38.66
1605	32.54	33.35	34.18	35.03	35.91	36.81	37.73	38.67	39.64
1606	33.35	34.18	35.03	35.91	36.81	37.73	38.67	39.64	40.63
1607	34.18	35.03	35.91	36.81	37.73	38.67	39.64	40.63	41.65
1608	35.03	35.91	36.81	37.73	38.67	39.64	40.63	41.65	42.69
1609	35.92	36.82	37.74	38.68	39.65	40.64	41.66	42.70	43.77
1610	36.81	37.73	38.67	39.64	40.63	41.65	42.69	43.76	44.85
1611	37.73	38.67	39.64	40.63	41.65	42.69	43.76	44.85	45.97
1612	38.68	39.65	40.64	41.66	42.70	43.77	44.86	45.98	47.13
1613	39.63	40.62	41.64	42.68	43.75	44.84	45.96	47.11	48.29
1614	40.63	41.65	42.69	43.76	44.85	45.97	47.12	48.30	49.51

BIWEEKLY	A		B		C		D		E
Range	1	2	3	4	5	6	7	8	9
1601	2,357.60	2,416.80	2,477.60	2,539.20	2,602.40	2,667.20	2,733.60	2,801.60	2,872.00
1602	2,416.80	2,477.60	2,539.20	2,602.40	2,667.20	2,733.60	2,801.60	2,872.00	2,944.00
1603	2,477.60	2,539.20	2,602.40	2,667.20	2,733.60	2,801.60	2,872.00	2,944.00	3,017.60
1604	2,539.20	2,602.40	2,667.20	2,733.60	2,801.60	2,872.00	2,944.00	3,017.60	3,092.80
1605	2,603.20	2,668.00	2,734.40	2,802.40	2,872.80	2,944.80	3,018.40	3,093.60	3,171.20
1606	2,668.00	2,734.40	2,802.40	2,872.80	2,944.80	3,018.40	3,093.60	3,171.20	3,250.40
1607	2,734.40	2,802.40	2,872.80	2,944.80	3,018.40	3,093.60	3,171.20	3,250.40	3,332.00
1608	2,802.40	2,872.80	2,944.80	3,018.40	3,093.60	3,171.20	3,250.40	3,332.00	3,415.20
1609	2,873.60	2,945.60	3,019.20	3,094.40	3,172.00	3,251.20	3,332.80	3,416.00	3,501.60
1610	2,944.80	3,018.40	3,093.60	3,171.20	3,250.40	3,332.00	3,415.20	3,500.80	3,588.00
1611	3,018.40	3,093.60	3,171.20	3,250.40	3,332.00	3,415.20	3,500.80	3,588.00	3,677.60
1612	3,094.40	3,172.00	3,251.20	3,332.80	3,416.00	3,501.60	3,588.80	3,678.40	3,770.40
1613	3,170.40	3,249.60	3,331.20	3,414.40	3,500.00	3,587.20	3,676.80	3,768.80	3,863.20
1614	3,250.40	3,332.00	3,415.20	3,500.80	3,588.00	3,677.60	3,769.60	3,864.00	3,960.80

MONTHLY	A		B		C		D		E
Range	1	2	3	4	5	6	7	8	9
1601	5,127.78	5,256.54	5,388.78	5,522.76	5,660.22	5,801.16	5,945.58	6,093.48	6,246.60
1602	5,256.54	5,388.78	5,522.76	5,660.22	5,801.16	5,945.58	6,093.48	6,246.60	6,403.20
1603	5,388.78	5,522.76	5,660.22	5,801.16	5,945.58	6,093.48	6,246.60	6,403.20	6,563.28
1604	5,522.76	5,660.22	5,801.16	5,945.58	6,093.48	6,246.60	6,403.20	6,563.28	6,726.84
1605	5,661.96	5,802.90	5,947.32	6,095.22	6,248.34	6,404.94	6,565.02	6,728.58	6,897.36
1606	5,802.90	5,947.32	6,095.22	6,248.34	6,404.94	6,565.02	6,728.58	6,897.36	7,069.62
1607	5,947.32	6,095.22	6,248.34	6,404.94	6,565.02	6,728.58	6,897.36	7,069.62	7,247.10
1608	6,095.22	6,248.34	6,404.94	6,565.02	6,728.58	6,897.36	7,069.62	7,247.10	7,428.06
1609	6,250.08	6,406.68	6,566.76	6,730.32	6,899.10	7,071.36	7,248.84	7,429.80	7,615.98
1610	6,404.94	6,565.02	6,728.58	6,897.36	7,069.62	7,247.10	7,428.06	7,614.24	7,803.90
1611	6,565.02	6,728.58	6,897.36	7,069.62	7,247.10	7,428.06	7,614.24	7,803.90	7,998.78
1612	6,730.32	6,899.10	7,071.36	7,248.84	7,429.80	7,615.98	7,805.64	8,000.52	8,200.62
1613	6,895.62	7,067.88	7,245.36	7,426.32	7,612.50	7,802.16	7,997.04	8,197.14	8,402.46
1614	7,069.62	7,247.10	7,428.06	7,614.24	7,803.90	7,998.78	8,198.88	8,404.20	8,614.74

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 12/13
EFFECTIVE March 12, 2013

MANAGEMENT - **POLICE - UNREPRESENTED** 3.00%

HOURLY	**A**		**B**		**C**		**D**		**E**
Range	1	2	3	4	5	6	7	8	9
1615	41.64	42.68	43.75	44.84	45.96	47.11	48.29	49.50	50.74
1616	42.68	43.75	44.84	45.96	47.11	48.29	49.50	50.74	52.01
1617	43.75	44.84	45.96	47.11	48.29	49.50	50.74	52.01	53.31
1618	44.85	45.97	47.12	48.30	49.51	50.75	52.02	53.32	54.65
1619	45.97	47.12	48.30	49.51	50.75	52.02	53.32	54.65	56.02
1620	47.11	48.29	49.50	50.74	52.01	53.31	54.64	56.01	57.41
1621	48.30	49.51	50.75	52.02	53.32	54.65	56.02	57.42	58.86
1622	49.50	50.74	52.01	53.31	54.64	56.01	57.41	58.85	60.32
1623	50.75	52.02	53.32	54.65	56.02	57.42	58.86	60.33	61.84
1624	52.02	53.32	54.65	56.02	57.42	58.86	60.33	61.84	63.39
1625	53.31	54.64	56.01	57.41	58.85	60.32	61.83	63.38	64.96
1626	54.64	56.01	57.41	58.85	60.32	61.83	63.38	64.96	66.58
1627	56.01	57.41	58.85	60.32	61.83	63.38	64.96	66.58	68.24
1628	57.41	58.85	60.32	61.83	63.38	64.96	66.58	68.24	69.95

BIWEEKLY	**A**		**B**		**C**		**D**		**E**
Range	1	2	3	4	5	6	7	8	9
1615	3,331.20	3,414.40	3,500.00	3,587.20	3,676.80	3,768.80	3,863.20	3,960.00	4,059.20
1616	3,414.40	3,500.00	3,587.20	3,676.80	3,768.80	3,863.20	3,960.00	4,059.20	4,160.80
1617	3,500.00	3,587.20	3,676.80	3,768.80	3,863.20	3,960.00	4,059.20	4,160.80	4,264.80
1618	3,588.00	3,677.60	3,769.60	3,864.00	3,960.80	4,060.00	4,161.60	4,265.60	4,372.00
1619	3,677.60	3,769.60	3,864.00	3,960.80	4,060.00	4,161.60	4,265.60	4,372.00	4,481.60
1620	3,768.80	3,863.20	3,960.00	4,059.20	4,160.80	4,264.80	4,371.20	4,480.80	4,592.80
1621	3,864.00	3,960.80	4,060.00	4,161.60	4,265.60	4,372.00	4,481.60	4,593.60	4,708.80
1622	3,960.00	4,059.20	4,160.80	4,264.80	4,371.20	4,480.80	4,592.80	4,708.00	4,825.60
1623	4,060.00	4,161.60	4,265.60	4,372.00	4,481.60	4,593.60	4,708.80	4,826.40	4,947.20
1624	4,161.60	4,265.60	4,372.00	4,481.60	4,593.60	4,708.80	4,826.40	4,947.20	5,071.20
1625	4,264.80	4,371.20	4,480.80	4,592.80	4,708.00	4,825.60	4,946.40	5,070.40	5,196.80
1626	4,371.20	4,480.80	4,592.80	4,708.00	4,825.60	4,946.40	5,070.40	5,196.80	5,326.40
1627	4,480.80	4,592.80	4,708.00	4,825.60	4,946.40	5,070.40	5,196.80	5,326.40	5,459.20
1628	4,592.80	4,708.00	4,825.60	4,946.40	5,070.40	5,196.80	5,326.40	5,459.20	5,596.00

MONTHLY	**A**		**B**		**C**		**D**		**E**
Range	1	2	3	4	5	6	7	8	9
1615	7,245.36	7,426.32	7,612.50	7,802.16	7,997.04	8,197.14	8,402.46	8,613.00	8,828.76
1616	7,426.32	7,612.50	7,802.16	7,997.04	8,197.14	8,402.46	8,613.00	8,828.76	9,049.74
1617	7,612.50	7,802.16	7,997.04	8,197.14	8,402.46	8,613.00	8,828.76	9,049.74	9,275.94
1618	7,803.90	7,998.78	8,198.88	8,404.20	8,614.74	8,830.50	9,051.48	9,277.68	9,509.10
1619	7,998.78	8,198.88	8,404.20	8,614.74	8,830.50	9,051.48	9,277.68	9,509.10	9,747.48
1620	8,197.14	8,402.46	8,613.00	8,828.76	9,049.74	9,275.94	9,507.36	9,745.74	9,989.34
1621	8,404.20	8,614.74	8,830.50	9,051.48	9,277.68	9,509.10	9,747.48	9,991.08	10,241.64
1622	8,613.00	8,828.76	9,049.74	9,275.94	9,507.36	9,745.74	9,989.34	10,239.90	10,495.68
1623	8,830.50	9,051.48	9,277.68	9,509.10	9,747.48	9,991.08	10,241.64	10,497.42	10,760.16
1624	9,051.48	9,277.68	9,509.10	9,747.48	9,991.08	10,241.64	10,497.42	10,760.16	11,029.86
1625	9,275.94	9,507.36	9,745.74	9,989.34	10,239.90	10,495.68	10,758.42	11,028.12	11,303.04
1626	9,507.36	9,745.74	9,989.34	10,239.90	10,495.68	10,758.42	11,028.12	11,303.04	11,584.92
1627	9,745.74	9,989.34	10,239.90	10,495.68	10,758.42	11,028.12	11,303.04	11,584.92	11,873.76
1628	9,989.34	10,239.90	10,495.68	10,758.42	11,028.12	11,303.04	11,584.92	11,873.76	12,171.30

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 12/13
EFFECTIVE March 12, 2013

MANAGEMENT - **POLICE - UNREPRESENTED** 3.00%

HOURLY	A		B		C		D		E
Range	1	2	3	4	5	6	7	8	9
1629	58.84	60.31	61.82	63.37	64.95	66.57	68.23	69.94	71.69
1630	60.32	61.83	63.38	64.96	66.58	68.24	69.95	71.70	73.49
1631	61.82	63.37	64.95	66.57	68.23	69.94	71.69	73.48	75.32
1632	63.37	64.95	66.57	68.23	69.94	71.69	73.48	75.32	77.20
1633	64.95	66.57	68.23	69.94	71.69	73.48	75.32	77.20	79.13
1634	66.58	68.24	69.95	71.70	73.49	75.33	77.21	79.14	81.12
1635	68.24	69.95	71.70	73.49	75.33	77.21	79.14	81.12	83.15
1636	69.95	71.70	73.49	75.33	77.21	79.14	81.12	83.15	85.23
1637	71.70	73.49	75.33	77.21	79.14	81.12	83.15	85.23	87.36
1638	73.49	75.33	77.21	79.14	81.12	83.15	85.23	87.36	89.54
1639	75.32	77.20	79.13	81.11	83.14	85.22	87.35	89.53	91.77
1640	77.21	79.14	81.12	83.15	85.23	87.36	89.54	91.78	94.07

BIWEEKLY	A		B		C		D		E
Range	1	2	3	4	5	6	7	8	9
1629	4,707.20	4,824.80	4,945.60	5,069.60	5,196.00	5,325.60	5,458.40	5,595.20	5,735.20
1630	4,825.60	4,946.40	5,070.40	5,196.80	5,326.40	5,459.20	5,596.00	5,736.00	5,879.20
1631	4,945.60	5,069.60	5,196.00	5,325.60	5,458.40	5,595.20	5,735.20	5,878.40	6,025.60
1632	5,069.60	5,196.00	5,325.60	5,458.40	5,595.20	5,735.20	5,878.40	6,025.60	6,176.00
1633	5,196.00	5,325.60	5,458.40	5,595.20	5,735.20	5,878.40	6,025.60	6,176.00	6,330.40
1634	5,326.40	5,459.20	5,596.00	5,736.00	5,879.20	6,026.40	6,176.80	6,331.20	6,489.60
1635	5,459.20	5,596.00	5,736.00	5,879.20	6,026.40	6,176.80	6,331.20	6,489.60	6,652.00
1636	5,596.00	5,736.00	5,879.20	6,026.40	6,176.80	6,331.20	6,489.60	6,652.00	6,818.40
1637	5,736.00	5,879.20	6,026.40	6,176.80	6,331.20	6,489.60	6,652.00	6,818.40	6,988.80
1638	5,879.20	6,026.40	6,176.80	6,331.20	6,489.60	6,652.00	6,818.40	6,988.80	7,163.20
1639	6,025.60	6,176.00	6,330.40	6,488.80	6,651.20	6,817.60	6,988.00	7,162.40	7,341.60
1640	6,176.80	6,331.20	6,489.60	6,652.00	6,818.40	6,988.80	7,163.20	7,342.40	7,525.60

MONTHLY	A		B		C		D		E
Range	1	2	3	4	5	6	7	8	9
1629	10,238.16	10,493.94	10,756.68	11,026.38	11,301.30	11,583.18	11,872.02	12,169.56	12,474.06
1630	10,495.68	10,758.42	11,028.12	11,303.04	11,584.92	11,873.76	12,171.30	12,475.80	12,787.26
1631	10,756.68	11,026.38	11,301.30	11,583.18	11,872.02	12,169.56	12,474.06	12,785.52	13,105.68
1632	11,026.38	11,301.30	11,583.18	11,872.02	12,169.56	12,474.06	12,785.52	13,105.68	13,432.80
1633	11,301.30	11,583.18	11,872.02	12,169.56	12,474.06	12,785.52	13,105.68	13,432.80	13,768.62
1634	11,584.92	11,873.76	12,171.30	12,475.80	12,787.26	13,107.42	13,434.54	13,770.36	14,114.88
1635	11,873.76	12,171.30	12,475.80	12,787.26	13,107.42	13,434.54	13,770.36	14,114.88	14,468.10
1636	12,171.30	12,475.80	12,787.26	13,107.42	13,434.54	13,770.36	14,114.88	14,468.10	14,830.02
1637	12,475.80	12,787.26	13,107.42	13,434.54	13,770.36	14,114.88	14,468.10	14,830.02	15,200.64
1638	12,787.26	13,107.42	13,434.54	13,770.36	14,114.88	14,468.10	14,830.02	15,200.64	15,579.96
1639	13,105.68	13,432.80	13,768.62	14,113.14	14,466.36	14,828.28	15,198.90	15,578.22	15,967.98
1640	13,434.54	13,770.36	14,114.88	14,468.10	14,830.02	15,200.64	15,579.96	15,969.72	16,368.18

Labor Market Adjusted Classes

Title	Union	1st Adjustment	2nd Adjustment
Account Technician (Confidential)	MCMA	5.0%	2.5%
Administrative Services Technician I (Confidential)	MCMA	7.5%	5.0%
Administrative Services Technician II (Confidential)	MCMA	7.5%	5.0%
Airport Manager	MCMA	2.5%	
Animal Control Supervisor	MCMA	2.5%	
Assistant Chief Building Official	MCMA	5.0%	2.5%
Assistant City Clerk	MCMA	2.5%	
Assistant Planner	MCMA	2.5%	2.5%
Associate Planner	MCMA	2.5%	2.5%
Chief Building Official	MCMA	5.0%	2.5%
City Engineer	MCMA	7.5%	5.0%
Deputy City Clerk	MCMA	2.5%	
Deputy Fire Marshal	MCMA	5.0%	5.0%
Employee Benefits Coordinator	MCMA	5.0%	5.0%
Fleet Manager	MCMA	2.5%	
Human Resources Analyst I	MCMA	2.5%	
Human Resources Analyst II	MCMA	2.5%	
Information Technology Manager	MCMA	2.5%	2.5%
Legal Secretary I	MCMA	2.5%	2.5%
Legal Secretary II	MCMA	2.5%	2.5%
Parking Adjudication Program Coordinator	MCMA	5.0%	5.0%
Parking Services Supervisor	MCMA	5.0%	5.0%
Parks Planning and Development Manager	MCMA	2.5%	2.5%
Parks Project Coordinator	MCMA	2.5%	2.5%
Parks Recreation & Neighborhood Operations Manager	MCMA	2.5%	
Police Civilian Supervisor	MCMA	5.0%	5.0%
Police Facilities Coordinator	MCMA	5.0%	5.0%
Principal Planner	MCMA	2.5%	2.5%
Public Information Coordinator	MCMA	7.5%	5.0%
Recreation Program Manager	MCMA	2.5%	2.5%
Recreation Supervisor	MCMA	2.5%	
Risk and Loss Control Coordinator	MCMA	2.5%	
Senior Community Development Program Specialist	MCMA	5.0%	5.0%
Senior Crime and Intelligence Analyst	MCMA	5.0%	5.0%
Senior Human Resources Analyst	MCMA	2.5%	
Senior Legal Secretary	MCMA	2.5%	2.5%

EXHIBIT X

Title	Union	1st Adjustment	2nd Adjustment
Senior Planner	MCMA	2.5%	2.5%
Senior Workers' Compensation Claims Examiner	MCMA	2.5%	
Solid Waste Program Manager	MCMA	10.0%	
Streets Manager	MCMA	5.0%	5.0%
Transit Manager	MCMA	10.0%	
Workers' Compensation Claims Assistant	MCMA	2.5%	
Workers' Compensation Claims Examiner I	MCMA	2.5%	
Workers' Compensation Claims Examiner II	MCMA	2.5%	
Fire Prevention Inspector I	MPNSA	5.0%	5.0%
Fire Prevention Inspector II	MPNSA	5.0%	5.0%
Police Crime and Intelligence Analyst I	MPNSA	5.0%	5.0%
Police Crime and Intelligence Analyst II	MPNSA	5.0%	5.0%
Police Evidence and Property Technician I	MPNSA	5.0%	2.5%
Police Evidence and Property Technician II	MPNSA	5.0%	2.5%
Senior Fire Prevention Inspector	MPNSA	5.0%	5.0%
Director of Finance	Unrep	5.0%	
Fire Battalion Chief	Unrep	5.0%	5.0%
Fire Division Chief	Unrep	5.0%	5.0%

EXHIBIT X

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-447

RESOLUTION APPROVING A LETTER OF AGREEMENT BETWEEN THE CITY OF MODESTO AND MODESTO POLICE OFFICERS' ASSOCIATON (MPOA) AMENDING THE MEMORANDUM OF UNDERSTANDING FOR THE PERIOD OF JULY 1, 2014 TO JUNE 30, 2016 TO CHANGE LANGUAGE IN SECTION 5, SPECIAL COMPENSATION; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE THE NECESSARY ADMINISTRATIVE ACTION TO IMPLEMENT THE AGREEMENT.

WHEREAS, the current Memorandum of Understanding (MOU) between the City of Modesto (CITY) and the Modesto Police Officers' Association (MPOA) expires on June 30, 2016, and

WHEREAS, representatives of the CITY and the MPOA have met and conferred in good faith concerning special pays, and

WHEREAS, the CITY and MPOA have reached agreement on language changes for a Letter of Agreement (LOA) which, upon execution, shall be **attached** hereto and made a part hereof, and

WHEREAS, the LOA provides as follows:

SECTION 1. SPECIAL COMPENSATION.

a. POST Certification Pay Section 5 (H-1)

Shall be amended to expire the one percent (1%) certification pay for Basic POST certificate effective June 27, 2016

WHEREAS, the Council considered this matter at its meeting of November 24, 2015,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Council hereby approves the letter of agreement between the City of Modesto and the Modesto Police Officers' Association (MPOA), amending Section 5 of the

Memorandum of Understanding which covers a term from July 1, 2014 through June 30, 2016, and upon execution of same, a copy of the LOA will be on file in the office of the City Clerk.

BE IT FUTHER RESOLVED by the Council of the City of Modesto that the City Manager or designee is hereby authorized to execute the agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of November 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Letter of Agreement between City of Modesto and Modesto Police Officers Association, amending the Memorandum of Understanding for the period of July 1, 2014 through June 30, 2016

This Letter of Agreement (LOA) has been jointly prepared by the designated representatives of the City of Modesto (City) and the designated representatives of the City of Modesto Police Officers Association (MPOA) to modify the Memorandum of Understanding (MOU) between the City and MPOA for the period ending June 30, 2016.

The parties agree to modify the MOU as follows:

1. **Special Compensation** Section 5 (H-1): shall be amended to expire the one percent (1%) certification pay for Basic POST certificate effective June 27, 2016.

This contract amendment shall become effective upon ratification by the MPOA and adoption by the City Council.

Date: 7-13-15 Date: 7-13-15

For the MPOA: For the City:

For the MPOA: For the City: Rosemary Hulen

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-448

RESOLUTION APPROVING A LETTER OF AGREEMENT BETWEEN THE CITY OF MODESTO AND MODESTO POLICE MANAGEMENT ASSOCIATON (MPMA) AMENDING THE MEMORANDUM OF UNDERSTANDING FOR THE PERIOD OF OCTOBER 1, 2013 TO DECEMBER 31, 2015 TO CHANGE LANGUAGE IN ARTICLE 5, OVERTIME AND SPECIALTY PAY; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE THE NECESSARY ADMINISTRATIVE ACTION TO IMPLEMENT THE AGREEMENT.

WHEREAS, the current Memorandum of Understanding (MOU) between the City of Modesto (CITY) and the Modesto Police Management Association (MPMA) expires on December 31, 2015, and

WHEREAS, representatives of the CITY and the MPMA have met and conferred in good faith concerning specialty pay and uniform allowance, and

WHEREAS, the CITY and MPMA have reached agreement on language changes for a Letter of Agreement (LOA) which, upon execution, shall be **attached** hereto and made a part hereof, and

WHEREAS, the LOA provides as follows:

ARTICLE 5. OVERTIME & SPECIALTY PAY.

K. (2) Corporals or Sergeants assigned to the Equestrian Unit will be compensated for three and four-tenths (3.4) hours of Equestrian care at time and one-half for each two week pay period except when the Operations Bureau Commander has assigned the Corporal or Sergeant release time for the conduct of such activity.

WHEREAS, the Council considered this matter at its meeting of November 24, 2015,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Council hereby approves the letter of agreement between the City of Modesto and the Modesto Police Management Association (MPMA), amending Article 5 of the Memorandum of Understanding which covers a term from October 1, 2013 through December 31, 2015, and upon execution of same, a copy of the LOA will be on file in the office of the City Clerk.

BE IT FUTHER RESOLVED by the Council of the City of Modesto that the City Manager or designee is hereby authorized to execute the agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of November 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Letter of Agreement between the City of Modesto and Modesto Police Managers Association.

This Letter of Agreement (LOA) has been jointly prepared by the designated representatives of the City of Modesto (City) and the designated representatives of the City of Modesto Police Managers Association (MPMA) to memorialize the partial settlement of the MPMA's Grievance Relating to Leave Cash-Out dated August 25, 2015.

The parties agree that:

1. Pay outs of accrued leave (Management Leave) shall be paid at an employee's regular rate of pay, including POST Certification and Educational Incentive Pay. This includes cash outs of Management Leave pursuant to Article 5, Section J of the Memorandum of Understanding (MOU) between the City and MPMA.

2. Bargaining Unit members who cashed out Management Leave in December 2014 pursuant to Article 5, Section J will be made whole for the difference between the cash out amounts they were paid and the amounts they would have received had the cash outs included POST Certification and Educational Incentive Pay. The specific make-whole amounts are listed in Exhibit A.

3. The parties will negotiate specific language to address future payouts of leave (vacation and CTO) to be included in the successor MOU currently being negotiated.

4. The PMA's August 25, 2015 Grievance relating to Leave Cash-Out will remain in abeyance until the issue is resolved through negotiations or until PMA notifies the City that it desires to move the grievance forward.

Date: 10-26-15	Date: 26 Oct. 2015
For the MPMA:	For the City:
For the MPMA:	For the City:

MANAGEMENT LEAVE CASH OUT - MPMA EXHIBIT A

FULL NAME	ORANIZATION	B.U.	PAY VALUE	POST 5.7	MASTERS	TOTAL
Bettis, Alexander	MPD Field Operations	MPMA	3078.6	175.48	46.179	**221.659**
Findlen, Brian	MPD Records and Support	MPMA	3078.6	175.48		**175.48**
Gilliespie, Brandon	MPD Field Operations	MPMA	1803.31	102.789		**102.789**
Gundlach, Craig	MPD Field Operations	MPMA	3232.8	184.27		**184.27**
Raymer, Clint	MPD Stanislaus Drug Enforcement Agency OPS.	MPMA	3232.8	184.27	48.49	**232.76**
Scott, Kelly	MPD Field Operations	MPMA	1803.31	102.789		**102.789**
Van Diemen, David	MPD Field Operations	MPMA	3078.6	175.48		**175.48**

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-449

RESOLUTION APPROVING A LETTER OF AGREEMENT BETWEEN THE CITY OF MODESTO AND MODESTO POLICE MANAGEMENT ASSOCIATON (MPMA) AMENDING THE MEMORANDUM OF UNDERSTANDING FOR THE PERIOD OF OCTOBER 1, 2013 TO DECEMBER 31, 2015 TO CHANGE LANGUAGE IN ARTICLE 9, UNIFORMS AND UNIFORM ALLOWANCES; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE THE NECESSARY ADMINISTRATIVE ACTION TO IMPLEMENT THE AGREEMENT.

WHEREAS, the current Memorandum of Understanding (MOU) between the City of Modesto (CITY) and the Modesto Police Management Association (MPMA) expires on December 31, 2015, and

WHEREAS, representatives of the CITY and the MPMA have met and conferred in good faith concerning specialty pay and uniform allowance, and

WHEREAS, the CITY and MPMA have reached agreement on language changes for a Letter of Agreement (LOA) which, upon execution, shall be **attached** hereto and made a part hereof, and

WHEREAS, the LOA provides as follows:

ARTICLE 9. UNIFORMS AND UNIORM ALLOWANCES

C. Each employee will be paid a uniform allowance of ninety-four dollars ($94.00) per month. This amount will increase to one hundred one dollars and sixty-seven cents ($101.67) per month effective February 1, 2015. This allowance will be paid on the second pay period ending of each month.

WHEREAS, the Council considered this matter at its meeting of November 24, 2015,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Council hereby approves the letter of agreement between the City of Modesto and the Modesto Police Management Association (MPMA), amending Article 5 and Article 9 of the Memorandum of Understanding which covers a term from October 1, 2013 through December 31, 2015, and upon execution of same, a copy of the LOA will be on file in the office of the City Clerk.

BE IT FUTHER RESOLVED by the Council of the City of Modesto that the City Manager or designee is hereby authorized to execute the agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of November 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Letter of Agreement between the City of Modesto and Modesto Police Managers Association.

This Letter of Agreement (LOA) has been jointly prepared by the designated representatives of the City of Modesto (City) and the designated representatives of the City of Modesto Police Managers Association (MPMA) to modify Article 9, Section C "Uniform Allowance" of the parties MOU.

The parties agree that Article 9, Sec. C shall be modified as follows:

Article 9: UNIFORMS AND UNIFORM ALLOWANCES

A. Uniforms

All employees shall wear uniforms in accordance with the Police Department's Manual of Uniforms and Equipment.

B. Motor Officer Equipment

The CITY shall provide department approved safety goggles, gloves, helmet, leather jacket, one pair of riding pants and one pair of boots to all members of this unit regularly assigned to ride a motorcycle, and replace as needed with approval of the Division Commander. Said items shall remain CITY property and may be re-issued at the discretion of the Division Commander.

C. Uniform Allowance

1. Each employee will be paid a uniform allowance of ninety-four dollars ($94.00) per month. This allowance will be paid on the second pay period ending of each month.
2. **Effective February 1, 2015, the uniform allowance shall be increased to one hundred and one dollars and sixty-seven cents ($101.67). Uniform allowance will be paid on the second pay period ending of each month.**

Date: 10-26-15	Date: 26 Oct, 2015
For the MPMA:	For the City:
For the MPMA:	For the City:

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-450

RESOLUTION APPROVING THE LETTER OF AGREEMENT RESOLVING THE GRIEVANCE OVER MANAGEMENT LEAVE CASH-OUT BETWEEN THE CITY OF MODESTO AND MODESTO POLICE MANAGEMENT ASSOCIATON (MPMA); AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE THE NECESSARY ADMINISTRATIVE ACTION TO IMPLEMENT THE AGREEMENT.

WHEREAS, the current Memorandum of Understanding (MOU) between the City of Modesto (CITY) and the Modesto Police Management Association (MPMA) expires on December 31, 2015, and

WHEREAS, representatives of the CITY and the MPMA have met and conferred in good faith concerning specialty pay and uniform allowance, and

WHEREAS, the CITY and MPMA have reached agreement on language changes for a Letter of Agreement (LOA) which, upon execution, shall be **attached** hereto and made a part hereof, and

WHEREAS, the LOA provides as follows:

ARTICLE 5. OVERTIME & SPECIALTY PAY.

J. Lieutenants shall receive Management Leave (E-Time) of eighty (80) hours annually, to be advanced at the beginning of each calendar year. All Lieutenants may cash out Management Leave once annually during the pay period in which December 1 falls up to a maximum of sixty (60) hours, regardless of assignment. Pay outs of Management Leave shall be paid at the employee's regular rate of pay, including POST Certification and Educational Incentive Pay. MPMA members who cashed out leave in December of 2014 will receive the difference between the cash-out

amount they were paid and the amounts they would have received if cash-out included POST Certification and Educational Incentive Pay.

The parties agree to negotiate specific language to address future payouts of leave (vacation and CTO) to be included in the successor MOU currently being negotiated. The MPMA's August 25, 2015 Grievance relating to Leave Cash-Out will remain in abeyance until the issue is resolved through negotiations or until MPMA notifies the City that it desires to move the grievance forward.

WHEREAS, the Council considered this matter at its meeting of November 24, 2015,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Council hereby approves the letter of agreement between the City of Modesto and the Modesto Police Management Association (MPMA), resolving a grievance in relation to Article 5 of the Memorandum of Understanding which covers a term from October 1, 2013 through December 31, 2015, and upon execution of same, a copy of the LOA will be on file in the office of the City Clerk.

BE IT FUTHER RESOLVED by the Council of the City of Modesto that the City Manager or designee is hereby authorized to execute the agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of November 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Letter of Agreement between City of Modesto and Modesto Police Managers Association, amending the Memorandum of Understanding for the period of October 1,, 2013 through December 31, 2015.

This Letter of Agreement (LOA) has been jointly prepared by the designated representatives of the City of Modesto (City) and the designated representatives of the City of Modesto Police Managers Association (MPMA) to modify the Memorandum of Understanding (MOU) between the City and MPOA for the period ending December 31, 2015.

The parties agree to modify the MOU as follows:

> **Special Assignment Pay, Article K, Item (3) {Compensation for Equestrian Care}**
>
> Corporals or Sergeants assigned to the Equestrian Unit will be compensated for ***three and four-tenths (3.4) hours*** of Equestrian care at time and one-half for each two week pay period except when the Operations Bureau Commander has assigned the Corporal or Sergeant release time for the conduct of such activity.

This contract amendment shall become effective upon ratification by the MPMA and adoption by the City Council; and shall remain in effect until a successor agreement is negotiated and adopted by the parties.

Date: 1-15-2015 Date: 1-16-2015

For the MPMA: For the City:

For the MPMA: For the City:

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-451

RESOLUTION AMENDING A LABOR POLICY FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS) ON BEHALF OF EMPLOYEES REPRESENTED BY THE MODESTO POLICE OFFICERS' ASSOCIATION (MPOA).

WHEREAS, by Resolution No 2015-32 adopted by the Council, the City adopted a labor policy providing for Public Employees' Retirement System (PERS) employee contributions to be paid by the City on behalf of employees and for reporting of employer-paid normal member contributions to PERS as compensation, and

WHEREAS, changes to the labor policy must be effective at the beginning of a pay period, and

WHEREAS, the governing body of the City of Modesto has the authority to implement Government Code Section 20636(c)(4) pursuant to Section 20691, and

WHEREAS, the governing body of the City of Modesto has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation, and

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Modesto of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions, and

WHEREAS, the governing body has the authority to amend all members in a group or class of employment pursuant to Government Code Section 20691.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto as follows:

Effective June 28, 2016, the City of Modesto elects to pay zero percent (0%) of the normal member contributions for all MPOA employees. No payment shall be implemented pursuant to the provisions of Section 20636 (c)(4) of the California Government Code.

BE IT FURTHER RESOLVED that this Resolution shall become effective on June 28, 2016.

BE IT FURTHER RESOLVED that this resolution replaces Resolution No 2015-32 and Resolution No 2015-32 is hereby repealed in its entirety.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of November, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By:

ADAM LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-452

Print

RESOLUTION AMENDING A LABOR POLICY FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS) ON BEHALF OF UNREPRESENTED SWORN FIRE EMPLOYEES.

WHEREAS, by Resolution No 2012-373 adopted by the Council, the City adopted a labor policy providing for Public Employees' Retirement System (PERS) employee contributions to be paid by the City on behalf of employees and for reporting of employer-paid normal member contributions to PERS as compensation, and

WHEREAS, by Resolution No 2014-521 adopted by the Council on December 2, 2014 the City wished to make changes to the labor policy, however administrative errors were found in the adopted resolution, and

WHEREAS, the governing body of the City of Modesto has the authority to implement Government Code Section 20636(c)(4) pursuant to Section 20691, and

WHEREAS, the governing body of the City of Modesto has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation, and

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Modesto of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions, and

WHEREAS, the governing body has the authority to amend all members in a group or class of employment pursuant to Government Code Section 20691.

RESCINDED
JUL 12 2016
THIS RESOLUTION WAS RESCINDED BY MODESTO CITY COUNCIL RESOLUTION NO. 2016-312

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto as follows:

Effective December 2, 2014, Unrepresented Sworn Fire employees hired before January 17, 2012 under Tier 1 retirement formula 3%@50, the City of Modesto elects to pay five percent (5%) of the normal member contributions of nine percent (9%) as employer paid member contributions and report the same value to CalPERS as compensation earnable as additional compensation. Effective December 29, 2015, the City of Modesto elects to pay two and one half percent (2.5%) of the normal member contributions of nine percent (9%) as employer paid member contributions and report the same value to CalPERS as compensation earnable as additional compensation.

For Unrepresented Sworn Fire employees hired on or after January 17, 2012 under Tier 2 retirement formula 3%@55, the City of Modesto elects to pay zero percent (0%) of the normal member contributions of nine percent (9%). No payment shall be implemented pursuant to the provisions of Section 20636 (c)(4) of the California Government Code.

BE IT FURTHER RESOLVED that this Resolution shall become effective retroactively to December 2, 2014.

BE IT FURTHER RESOLVED that this Resolution replaces Resolution No 2014-521 and Resolution No 2014-521 is hereby repealed in its entirety.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of November, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded

by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-453

RESOLUTION APPROVING AN ACCESS AND PUBLIC UTILITY EASEMENT TO SACRAMENTO-VALLEY LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS BY AIRTOUCH CELLULAR ITS GENERAL PARTNER, WITHIN MANCINI PARK LOCATED ON 1204 RIVER ROAD (APN 038-010-007)

WHEREAS, the City of Modesto maintains a community park known as Mancini Park located on 1204 River Road (APN 038-010-007), and

WHEREAS, Verizon Wireless has installed a wireless communications tower within a portion of Mancini Park, and

WHEREAS, an access and public utility easement is required to provide access and communications connections to the tower from River Road, and

WHEREAS, the final portion of this tower project is to approve the access and public utility easement, and

WHEREAS, staff recommends the access and public utility easement be approved.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the access and public utility easement to Verizon Wireless to serve the communications tower on 1204 River Road (APN 038-010-007).

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Grant of Easement and Agreement for an Access and Public Utilities Easement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of November, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-454

RESOLUTION ACCEPTING A GRANT DEED FROM STANISLAUS COUNTY AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SIGN THE CERTIFICATE OF ACCEPTANCE FOR THE GRANT DEED FOR THE TRANSFER OF REAL PROPERTY LOCATED AT MARY AND CHARLES STREETS IN GRAYSON (A PORTION OF APN 016-034-006) TO BE CONVEYED TO THE CITY OF MODESTO FOR THE GRAYSON WELL 274 REPLACEMENT PROJECT

WHEREAS, Section 27281 of the Government Code requires a public agency to accept real property prior to the recordation of a deed or adopt a resolution accepting real property, and

WHEREAS, the City of Modesto desires to accept a parcel of land totaling approximately 9,945 square feet, located at Mary and Charles Streets, owned by Stanislaus County, (a portion of APN 016-034-006), to be conveyed to the City of Modesto, and

WHEREAS, this proposed project is categorically exempt pursuant to CEQA Regulations Section 15302 (c): Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the City Manager, or his designee, is hereby authorized to sign the Certificate of Acceptance for the Grant Deed for the acquisition of real property located at Mary and Charles Streets, owned by Stanislaus County, (a portion of APN 016-034-006) to be conveyed to the City of Modesto.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of November, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-455

RESOLUTION APPROVING REVISIONS TO THE CITY OF MODESTO DROUGHT CONTINGENCY PLAN AND ENACTING DROUGHT STAGE IIA REQUIREMENTS THAT RESTRICT OUTDOOR WATERING TO ONE DAY A WEEK EFFECTIVE DECEMBER 1, 2015

WHEREAS, On March 17 2015, the State Water Resources Control Board adopted additional emergency drought regulations to govern the use of urban water in California, which requires the City of Modesto to meet a 36 percent (36%) cumulative reduction for the period of June 2015 through February 2016, and

WHEREAS, Section 11-1.14 of the Modesto Municipal Code authorizes the City Council to establish rules and regulations by resolution concerning the City's municipal water system, the use of water, and water conservation, and

WHEREAS, on May 1, 2015, the City Council, by Resolution No. 2015-134, implemented the Stage II Plan requirements of the Drought Contingency Plan, which included an increase in the monetary penalty amounts for excessive water use and restricted outdoor watering to twice weekly, and

WHEREAS, California continues to endure severe drought conditions and most of the state, including our area, is experiencing exceptional drought conditions as defined by the United States Drought Monitor, and

WHEREAS, staff is tracking water production reduction percentages and as of October 31, 2015, the City is at a 29% reduction, and

WHEREAS, to assist us in sustaining our water supply and meet state-mandated reduction goals, staff has revised the Drought Contingency Plan to add a Stage IIA that implements one-day per week watering for all City of Modesto customers, and

WHEREAS, addresses ending in an even number will water only on Saturday and addresses ending in an odd number will water only on Sunday, and

WHEREAS, staff recommended that the City Council approve the revisions to the Plan and implement Stage IIA requirements effective December 1, 2015.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves revisions to the City of Modesto Drought Contingency Plan and enacts Drought Stage IIA requirements that restrict outdoor watering to one day a week effective December 1, 2015.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 24th day of November 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-456

Print

RESOLUTION AMENDING THE BYLAWS FOR THE CITIZENS' HOUSING AND COMMUNITY DEVELOPMENT COMMITTEE AND RESCINDING CITY COUNCIL RESOLUTION NO. 2011-368

WHEREAS the City Council has established the Citizens' Housing and Community Development Committee to advise the City Council regarding Community Development Block Grant program, Emergency Solutions Grant program, and HOME Investment Partnership Grant program related matters, and

WHEREAS, the Citizens' Housing and Community Development Committee is responsible for making policy and funding recommendations to the City Council regarding the City's housing and community development programs, and

WHEREAS, on September 6, 2011, Resolution No. 2011-368, the City Council amended the Bylaws for the Citizens' Housing and Community Development Committee, and

WHEREAS, on October 21, 2015, the Citizens' Housing and Community Development Committee recommended the Bylaws be amended to remove the seats designated for the Citizens' Redevelopment Advisory Commission (dissolved in 2012) and the total membership be reduced from thirteen to eleven,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amended Bylaws for the Citizens' Housing and Community Development Committee, a copy of which is **attached as Exhibit A**,

BE IT FURTHER RESOLVED by the Council of the City of Modesto that Resolution No. 2011-368 is hereby rescinded.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of December, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ridenour, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

SEAL

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Exhibit "A"

CITIZENS' HOUSING & COMMUNITY DEVELOPMENT COMMITTEE

BYLAWS

(Amended: November 24, 2015, Resolution No. 2015-xxxx)

Article I. Definitions

Section 1.01 There is a Committee created to be known and designed as the Citizens' Housing and Community Development Committee.

Section 1.02 As used in these Bylaws, unless a different meaning clearly appears from the context:

(a) "Member" shall mean a member of the Citizen's Housing & Community Development Committee.

(b) "Citizens' Housing & Community Development Committee" and "Committee" shall mean the Citizens' Housing & Community Development Committee.

Article II. Objectives

Section 2.01 The Committee shall be responsible for providing overall review of the City of Modesto's (City) housing programs and making policy and funding recommendations regarding the City's housing and Community Development Block Grant (CDBG) and Emergency Solution Grant (ESG) funded programs to the City Council.

Article III. Membership

Section 3.01 The Citizens' Housing & Community Development Committee shall consist of eleven (11) qualified persons comprised of the following:

Seat Designation	Term
Councilmember *(appointed by the Mayor)*	4 years
Councilmember *(appointed by the Mayor)*	4 years
Housing Rehabilitation Loan Committee Representative	4 years
City Planning Commission Representative	4 years
Human Relations Committee Representative	4 years
Citizen-at-Large	4 years

Citizen-at-Large	4 years
Citizen-at-Large	4 years
Citizen-at-Large	4 years
Citizen-at-Large	4 years
Citizen-at-Large	4 years

Section 3.02 The Members of the Committee shall reside within the City limits of the City at the time of appointment and must maintain residence within the City at all times during their service on the Committee.

Section 3.03 No Member of the Committee shall be an employee of the City, nor any bargaining unit for employees of the City, nor a person who receives compensation from the City.

Section 3.04 All appointments shall be made by the City's Appointments Committee.

Section 3.05 No Member of the Committee shall be a relative, by blood marriage within the third degrees of the Mayor, Councilmember, Charter Officer or any department director or deputy department director.

Section 3.06 One Member of the Committee shall be appointed as an alternate to the Housing Rehabilitation Loan Committee by the Committee Chairperson.

Section 3.07 All Members must complete a Statement of Economic Interest (Form 700) by April 1 of each year and when assuming or leaving Committee membership.

Article IV. Terms of Office

Section 4.01 Members may serve no more than two (2) terms.

Section 4.02 Full terms are four (4) years in duration.

Section 4.03 A partial term of two (2) or more years shall be considered a full term for purposes of Section 4.01.

Section 4.04 Full term appointments begin on January 1 and expire on December 31 four (4) years subsequent.

Section 4.05 Members may be reappointed after their initial term. Members serving two (2) consecutive terms may be reappointed after a break in service of twelve (12) months.

Section 4.06 Members not eligible for reappointment may continue to serve until their successors are appointed. No member shall serve more than eight (8) consecutive years, with the exception of those who are serving until their successors are appointed.

Section 4.07 The Members of the Committee shall receive no compensation for the performance of their official duties.

Section 4.08 Appointments to fill vacancies on the Committee shall be handled in the same manner as original appointments. When a vacancy occurs during a term, the appointment to full such vacancy shall be for the unexpired portion of the term.

Section 4.09 Members of the Committee may be removed by a majority vote of the City Council after a recommendation by the Committee Chairperson for the following reasons:

(a) Misconduct, inefficiency, or willful neglect in the performance of their duties providing the member is first provided in writing the reasons for such removal and gives the member the opportunity to be heard before the City Council in their own defense.

(b) Refusal to resign from the Committee when no longer a resident of the City or when a conflict of interest exists.

Article V. Attendance at Meetings

Section 5.01 It shall be the responsibility of each Member to know the dates and times of all Committee meetings. If a Member knows he or she will not be able to attend a regularly scheduled meeting, it shall be his or her responsibility to notice the Committee Secretary at least forty-eight (48) hours in advance of the meeting, in order for the absence to be recorded as an excused absence.

Section 5.02 The minutes of each meeting will list those Members in attendance, those who are excused and those who are unexcused.

Section 5.03 Timely attendance at meetings is expected and necessary to carry out the mission of the Committee. Three (3) or more consecutive unexcused absences are grounds for removal of a Member from the Committee by the City Council.

Article VI. Officers and Their Duties

Section 6.01 Officers shall consist of a Chairperson, as appointed by the Mayor, and a Vice-chairperson, elected by a majority vote of the members of the Committee. Officers shall serve a four-year term.

Section 6.02 All officers shall exercise all privileges of membership, including the making of motions, seconding and debate.

Section 6.03 The Chairperson shall preside at all meetings, shall appoint all ad-hoc committees, and shall ensure that the bylaws, rules and regulations as adopted by the Committee are properly enforced

Section 6.04 The Vice-chairperson shall assist the Chairperson in his/her duties and in the absence of the Chairperson shall perform all duties usually performed by the Chairperson.

Section 6.05 The Committee Secretary shall be a City staff member, appointed by the Community & Economic Development Department, to serve as secretary to the Committee. The Committee Secretary shall keep a record of the minutes of all Committee meetings and such other duties as are usually performed by a secretary.

Article VII. Meetings

Section 7.01 Special meetings shall be called by the Chairperson as necessary.

Section 7.02 Notices of all meetings, including agendas, shall be given to all Members of the Committee, to the City Clerk, to the City Manager, and to all others as provided by law. All such notices shall be furnished to the Committee in writing at least seventy-two (72) hours prior to the time of such meeting.

Section 7.03 All meeting agendas will be posted at Tenth Street Place.

Section 7.04 All meetings shall comply with the requirements of the Ralph M. Brown Act.

Section 7.05 A quorum is necessary for the Committee to transact any business. A quorum shall be defined as a simple majority of active Committee members which is one-half of the active members plus one.

Section 7.06 All meetings of the Committee shall be open to the public and shall be held at a public facility, which is accessible in accordance with the regulations of the Americans with Disabilities Act.

Article VIII. Order of Proceedings

Section 8.01 Sturgis' Standard Code of Parliamentary Procedure shall be the guide for the parliamentary procedures in the conduct of Committee meetings.

Section 8.02 The order of proceedings of all meetings shall be as follows, subject to majority vote of the members present:

(a) Roll Call

(b) Declaration of Conflict of Interest

(c) Public Comment Period

(d) Consent Items

(e) Old Business

(f) New Business

(g) Committee Comments & Reports

(h) Matters Too Late For the Agenda

(i) Adjournment

Section 8.03 Members of the public shall not speak unless recognized by the Chairperson and shall state their names before making any statement, which shall become a part of the public record. The Chairperson may remove any person who refuses to follow these rules or the decision of the Chairperson.

Article IX. Amendments

Section 9.01 The Bylaws and any future amendments shall be subject to the final approval of the City Council and shall not and are not intended to go beyond any of the powers and duties given to the Committee by the City Council.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-457

RESOLUTION AMENDING THE BYLAWS FOR THE HOUSING REHABILITATION LOAN COMMITTEE AND RESCINDING CITY COUNCIL RESOLUTION NO. 2011-368

WHEREAS the City Council established the Housing Rehabilitation Loan Committee to review and approve housing rehabilitation loans, homebuyers' assistance loans and to review policies and procedures for those programs, and

WHEREAS, on September 6, 2011, Resolution No. 2011-368, the City Council amended the Bylaws for the Housing Rehabilitation Loan Committee, and

WHEREAS, on October 29, 2015, the Housing Rehabilitation Loan Committee reviewed the updated Bylaws and recommended that they be forwarded to the City Council for review and approval,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amended Bylaws for the Housing Rehabilitation Loan Committee, a copy of which is **attached as Exhibit A**,

BE IT FURTHER RESOLVED by the Council of the City of Modesto that Resolution No. 2011-368 is hereby rescinded.

RESCINDED
OCT 25 2016
THIS RESOLUTION WAS RESCINDED BY MODESTO CITY COUNCIL RESOLUTION NO. 2016-424

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of December, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ridenour, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Housing Rehabilitation Loan Committee

BYLAWS

(Updated: xxxxx, Resolution No. 2015-xxxx)

Article I. Definitions

Section 1.01 There is a Committee created to be known and designated as the Housing Rehabilitation Loan Committee.

Section 1.02 As used in these Bylaws, unless a different meaning clearly appears from the context:

(a) "Member" shall mean a member of the Housing Rehabilitation Loan Committee.

(b) "Housing Rehabilitation Loan Committee" and "Committee" shall mean the Housing Rehabilitation Loan Committee.

Article II. Objectives

Section 2.01 The Committee shall be responsible for reviewing and approving the City of Modesto's (eCity) housing rehabilitation loans, homebuyers' assistance loans, and for reviewing policy and procedures for both programs.

Article III. Membership

Section 3.01 The Housing Rehabilitation Loan Committee shall consist of seven (7) qualified persons and one (1) alternate comprised of the following:

Seat Designation	Term
Councilmember *(appointed by the Mayor)*	
Representative from a financial institution	4 years
Representatives from a service provider	4 years
Representatives from a service provider	4 years
Representative of the Housing Authority of Stanislaus County	4 years
Citizen-at-Large	4 years
Citizen-at-Large	4 years
Representative of the Citizens' Housing and Community Development Committee *(Alternate)*	4 years

Section 3.02 The Members of the Committee shall reside within the Ceity limits of the City -at the time of appointment and must maintain residence within the City at all times during their service on the Committee with the exception of the appointed representative of the Housing Authority of Stanislaus County.

Section 3.03 No Member of the Committee shall be an employee of the City, nor any bargaining unit for employees of the City, nor a person who receives compensation from the City.

Section 3.04 All appointments shall be approved by the City's Appointments Committee.

Section 3.05 No Member of the Committee shall be a relative by blood or marriage within the third degree of the Mayor, Councilmember, Charter Officer, or any department director or deputy department director.

Section 3.06 All Members must complete Statement of Economic Interest (Form 700) by April 1st of each year and when assuming or leaving Committee membership.

Article IV. Terms of Office

Section 4.01 Members may serve no more than two (2) terms. Full terms are four (4) years in duration.

Section 4.02 A partial term of two (2) or more years shall be considered a full term for purposes of Section 4.01.

Section 4.03 Full term appointments begin on January 1 and expire on December 31 four(4) years subsequent.

Section 4.04 Members may be reappointed after their initial term. Members serving two (2) consecutive terms may be reappointed after a break in service of 12 months.

Section 4.05 Members not eligible for reappointment may continue to serve until their successors are appointed. No member shall serve more than eight (8) consecutive years, with the exception of those who are serving until their successors are appointed.

Section 4.06 The Members of the Committee shall receive no compensation for the performance of their official duties.

Section 4.07 Appointments to fill vacancies on the Committee shall be handled in the same manner as original appointments. When a vacancy occurs during a term, the appointment to fill such vacancy shall be for the unexpired portion of the term.

Section 4.08 Members of the Committee may be removed by a majority vote of the City Council after a recommendation by the Committee Chairperson for the following reasons:

(a) Misconduct, inefficiency, or willful neglect in the performance of their duties providing the member is first provided in writing the reasons for such removal and gives the member the opportunity to be heard before the Council in their own defense.

(b) Refusal to resign from the Committee when no longer a resident of the City or when a conflict of interest exists.

Article V. Attendance at Meetings

Section 5.01 It shall be the responsibility of each Member to know the dates and times of all Committee meetings. If a Member knows he or she will not be able to attend a regularly scheduled meeting, it shall be his or her responsibility to notify the Committee Secretary at least forty-eight (48) hours before the meeting, in order for the absence to be recorded as an excused absence.

Section 5.02 The minutes of each meeting will list those Members in attendance, those who are excused and those who are unexcused.

Section 5.03 Attendance at meetings is expected and necessary to carry out the mission of the Committee. Three or more consecutive unexcused absences are grounds for removal from the Committee by the City Council.

Article VI. Officers and Their Duties

Section 6.01 Officers shall consist of Chair and Vice-chair elected by a majority vote of the members of the Committee. Officers shall serve a four-year term.

Section 6.02 All officers shall exercise all privileges of membership, including the making of motions, seconding and debate.

Section 6.03 The Chair shall preside at all meetings, shall appoint all ad-hoc committees, and shall ensure that the bylaws, rules and regulations as adopted by the Committee are properly enforced.

Section 6.04 The Vice-chair shall assist the Chair in his/her duties and in the absence of the Chair shall perform all duties usually performed by the Chair.

Section 6.05 The Committee Secretary shall be a City staff member, appointed by the Community & Economic and Development Department, to serve as secretary. The Committee Secretary shall keep a record of the minutes of all Committee meetings and such other duties as are usually performed by a secretary.

Article VII. Meetings

Section 7.01 Special meetings shall be called by the Chairperson as necessary.

Section 7.02 Notices of all meetings, including agendas, shall be given to all Members of the Committee, to the City Clerk, to the City Manager, and to all others as provided by law. All such notices shall be furnished to the Committee in writing at least seventy-two hours prior to the time of such meeting.

Section 7.03 All meeting agendas will be posted at Tenth Street Place.

Section 7.04 All meetings shall comply with the requirements of the Ralph M. Brown Act.

Section 7.05 A quorum is necessary for the Committee to transact any business. A quorum shall be defined as a simple majority of active Committee members which is one-half of the active members plus one.

Section 7.06 All meetings of the Committee shall be open to the public and shall be held at a public facility, which is accessible in accordance with the regulations of the Americans with Disabilities Act.

Article VIII. Order of Proceedings

Section 8.01 Sturgis' Standard Code of Parliamentary Procedure shall be the guide for parliamentary procedures in the conduct of Committee meetings.

Section 8.02 The order of proceedings of all meetings shall be as follows, subject to majority vote of the members present:

(a) Roll Call

(b) Declaration of Conflict of Interest

(c) Public Comment Period

(d) Consent Items

(e) Old Business

(f) New Business

(g) Committee Comments & Reports

(h) Matters Too Late for the Agenda

(i) Adjournment

Section 8.03 Members of the public shall not speak unless recognized by the Chairperson and shall state their names before making any statement, which shall become a part of the public record. The Chairperson may remove any person who refuses to follow these rules or the decision of the Chairperson.

Article IX. Amendments

Section 9.01 The Bylaws and any future amendments shall be subject to the final approval of the City Council and shall not and are not intended to go beyond any of the powers and duties given to the Committee by the City Council.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-458

RESOLUTION APPROVING THE FINAL MAP OF FIORE ESTATES SUBDIVISION, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A SUBDIVISION AGREEMENT WITH WINPAC-ROSE AVE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND AUTHORIZING THE CITY CLERK TO CERTIFY THE FINAL MAP AND RECORD IT WITH THE STANISLAUS COUNTY RECORDER'S OFFICE

WHEREAS, WINPAC-ROSE AVE, LLC, a California limited liability company ("SUBDIVIDER"), is in possession of a tract of land situated in the City of Modesto, County of Stanislaus, consisting of 5.54 acres, known as the FIORE ESTATES SUBDIVISION ("SUBDIVISION"), in the Planned Development Zone, P-D 599; and

WHEREAS, a tentative map of said tract was approved by the Planning Commission of the City of Modesto on December 15, 2014; and

WHEREAS, the Secretary of the Planning Commission of the City of Modesto and the City Engineer have certified that the final map of said tract substantially conforms to the approved tentative map; and

WHEREAS, the project is currently under construction and the public improvements have not yet been completed; and

WHEREAS, as required by Section 4-4.605 of the Modesto Municipal Code, the SUBDIVIDER has executed a Subdivision Agreement; and

WHEREAS, the City Engineer of the City of Modesto has certified that the final map of said SUBDIVISION meets all of the provisions of the California Subdivision Map Act and the provisions of the Modesto Municipal Code relating to subdivisions, and the City Surveyor has determined that the map is technically correct; and

WHEREAS, the SUBDIVIDER has furnished securities, as set forth in Section 4-4.605 of the Modesto Municipal Code, which shall secure the obligations set forth in Section 66499.3 of the Government Code of the State of California. Said securities are in forms acceptable to the City Attorney and in the amounts required by the City Engineer,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that said Final Map be approved; that the dedications for public streets and easements as shown thereon within the boundaries of said tract be accepted on behalf of the public for public use; and that the City Manager or designee be authorized to execute the Subdivision Agreement.

BE IT FURTHER RESOLVED that the City Clerk be authorized to certify the map of said tract on behalf of the City of Modesto after the fees and deposits required by the Modesto Municipal Code in amounts determined by the City Engineer have been paid.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of December, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ridenour, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-459

RESOLUTION AMENDING THE FISCAL YEAR 2015-2016 ANNUAL OPERATING AND CAPITAL IMPROVEMENT BUDGET

WHEREAS, a financial analysis has been completed and it has been determined that a budget adjustment is required to the Annual and Capital Improvement Budgets of the City of Modesto for Fiscal Year 2015-2016,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2015-2016 Annual Operating and Capital Improvement budget as shown in **Exhibit A**, which is **attached** hereto and incorporated by reference herein.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to take the necessary steps to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of December, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ridenour, was upon roll call carried and the resolution adopted by the following votes:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT A

FISCAL YEAR 2015-16

COMMUNITY & ECONOMIC DEVELOPMENT

On September 22, 2015, City Council, by Resolution No. 2015-348, approved a HOME Investment Partnerships Program (HOME) agreement with Great Valley Housing Development Corporation (GVHDC), a nonprofit organization, to construct four affordable housing units for veterans at risk of homelessness. Therefore, a budget adjustment within Fund 1170 is necessary to transfer $122,417 in HOME Direct Loan Funds and $177,583 in HOME Community Housing Development Organization (CHDO) Set-Aside Carryover Funds to establish a new Multi-Year Project, Veterans Housing Project, within the HOME fund.

On September 22, 2015, City Council, by Resolution No. 2015-349, approved a HOME Investment Partnerships Program (HOME) agreement with Stanislaus County Affordable Housing Corporation (STANCO), to construct four permanent supportive units for persons with mental health disabilities. Therefore, a budget adjustment within Fund 1170 is necessary to transfer $117,034.48 in HOME Direct Loan Funds and $50,000 in HOME Community Housing Development Organization (CHDO) Set-Aside Carryover Funds to establish a new Multi-Year Project, 522 Granger Housing Project, within the HOME fund.

A budget adjustment is necessary in to establish the expense budgets, the amount of $310,000, for various potential Park Partners projects, Project #100911, within Parks Fund 3130. The projects will commence once volunteers and match funding are secured. Sufficient funds are available in Parks Fund Reserves to cover this expense.

A budget adjustment is necessary to establish a transfer in the amount of $200,000 from Fund 5800 (Building Services Fund) to Fund 3130 (Parks Fund) to accurately reflect, and recognize, revenue received for Capital Improvement Project #100294, Infrastructure Preservation

PARKS, RECREATION AND NEIGHBORHOODS

A budget adjustment is necessary to establish a new Cost Center, 31005, for Grogan Park within Parks, Recreation and Neighborhoods and establish both the revenue and expense budget. Revenue in the amount of $130,000, previously recognized in Cost Center 52140, Mary Grogan Sports Complex, will be transferred to Grogan Park, and an expense budget in the amount of $84,075 will be established.

UTILITIES

A budget adjustment is necessary to recognize $158,444 in unbudgeted revenue from the State of California Department of Water Resources for Capital Improvement Project #100818, Groundwater Subbasin Study.

A budget adjustment is needed to allocate an additional $1,416,597 from Water Fund reserves to Cost Center UPP – Water MID Surface Water T&DA (4100-45070-54101) due to an increase in the MID budget for Fiscal Year 2015-16. The increased costs can be attributed to increases in the distribution of Modesto Irrigation District Administrative and General Costs (A&G). The increase operating costs for the Modesto Irrigation District Surface Water Treatment Plant have

been attributed to continued increases in water operations/rights and the relicensing of Don Pedro Dam, Legal Fees and Retiree Medical cost allocation.

PUBLIC WORKS

A budget adjustment is necessary to establish a new non-capital project for Earth Day in the Park in the amount of $26,000 in Project 100906. This budget adjustment will establish both the revenue and expense budget for this project.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-460

RESOLUTION AUTHORIZING THE AWARD OF PROPOSAL AND CONTRACT FOR THE PURCHASE AND INSTALLATION OF A MEDIA CENTER FOR THE MODESTO POLICE DEPARTMENT TO DIGITAL NETWORKS GROUP, INC., ALISO VIEJO, CA, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONTRACT FOR AN ESTIMATED TOTAL COST OF $117,347

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Proposals (RFP) for the purchase and installation of a media center, including equipment training and five (5) years of software support, and

WHEREAS, the Purchasing Division issued RFP No. 1516-05 on the City's website under the commodity code for television media system, and

WHEREAS, prospective proposers were noticed online of the proposal opportunity, one of which was a local company, and

WHEREAS, fourteen (14) companies chose to download the RFP document, and

WHEREAS, proposals were formally opened in the City Clerk's Office. One (1) company chose to respond. The company responding provided a responsive and responsible proposal, and

WHEREAS, an evaluation committee comprised of three (3) City staff members evaluated the proposal, and

WHEREAS, the evaluation committee recommends the award of proposal and contract for the purchase and installation of a media center to Digital Networks Group, Inc., Aliso Viejo, CA, for an estimated total cost of $117,347, and

WHEREAS, the contract for purchase and installation of a media center with Digital Networks Group, Inc. includes software support for five (5) years and system training, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. The award of proposal and contract for the purchase and installation of a media center to Digital Networks Group, Inc., Aliso Viejo, CA, conforms to Modesto Municipal Code 8-3.203, and

WHEREAS, funds are budgeted in Fiscal Year 2015-16, in Appropriation Unit: 1600-19385-53300 (Traffic Safety Fund).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of proposal and contract for the purchase and installation of a media center to Digital Networks Group, Inc., Aliso Viejo, CA.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the contract for an estimated total cost of $117,347.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of December, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ridenour, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-461

RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE, OR HER DESIGNEE TO AMEND THE CAPITAL IMPROVEMENT BUDGET FOR 2015-16 TO ESTABLISH A PROJECT ACCOUNT, PROJECT EXPENSES AND TRANSFER BUDGETS IN THE AMOUNT OF $1,903,799, FOR THE PURPOSE OF MAKING THE NECESSARY PURCHASES TO COMPLETE THIS PROJECT

WHEREAS, The Modesto Police Department is a regional partner in the P-25 Radio Interoperability project that will transition county-wide radios from analog to digital radio signals, and

WHEREAS, the installation of the P-25 radio towers is underway, and

WHEREAS, the new P-25 interoperability standard allows for increased safety for officers in mutual aid and disaster situations and replaces an antiquated analog system, and

WHEREAS, the vehicle mounted mobile radio and officer carried portable radios are not P-25 / 800 MHz compatible, thus requiring an agency-wide replacement, and

WHEREAS, the project includes replacement of approximately 187 mobile radios and 245 portable radios and required accessories to accommodate sworn and non-sworn police functions, and

WHEREAS, this funding will allow for the purchase and installation of 800 MHz radios that operate on the P-25 radio towers.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2015/2016 Operating Budget from the following sources: Edward Byrne Memorial Justice Assistance Grant 2013 ($104,118), Edward Byrne Memorial Justice Assistance Grant 2014 ($116,640), Edward Byrne

Memorial Justice Assistance Grant 2015 ($112,491), 2009 COPS Technology Grant ($115,234) and General Fund MPD – Field Operations ($1,455,316) with any excess funding returning to the General Fund Reserves.

BE IT FURTHER RESOLVED that the Director of Finance, or her designee, is hereby authorized to take the necessary steps to implement the provisions of this resolution.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of December, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ridenour, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-462

RESOLUTION AUTHORIZING THE AWARD OF PROPOSAL FOR THE PURCHASE AND INSTALLATION OF MOBILE AND PORTABLE RADIOS FOR THE MODESTO POLICE DEPARTMENT TO MOTOROLA SOLUTIONS, INC., SAN DIEGO, CA, AND AUTHORIZING THE PURCHASING MANAGER, OR HIS DESIGNEE, TO ISSUE A PURCHASE ORDER FOR AN ESTIMATED TOTAL COST OF $1,344,991

WHEREAS, The City Manager authorized the Purchasing Manager to issue formal Request for Proposals (RFP) for the purchase and installation of mobile and portable radios, and

WHEREAS, the Purchasing Division issued RFP 1415-28 under the commodity code for radio/telecommunications. Prospective proposers were noticed online of the proposal opportunity. Ten (10) companies chose to download the RFP document, one of which was a local company, and

WHEREAS, proposals were formally opened in the City Clerk's office. Three (3) companies chose to respond. The local company did not submit a proposal, and

WHEREAS, all three (3) companies responding provided a responsive and responsible proposal, and

WHEREAS, an evaluation committee comprised of seven (7) City staff members evaluated the proposals. Councilmember Zoslocki was invited to observe the evaluation process, and

WHEREAS, based on being ranked highest in total evaluation criteria the evaluation committee recommends the award of proposal for the purchase and installation of mobile and portable radios to Motorola Solutions, Inc., San Diego, CA, for an estimated total cost of $1,344,991, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. The award of proposal for the purchase and installation of mobile and portable radios to Motorola Solutions, Inc., San Diego, CA, conforms to the Modesto Municipal Code section, 8-3.203, and

WHEREAS, funding for this purchase will come from the following sources: Edward Byrne Memorial Justice Assistance Grant 2013 ($104,118), Edward Byrne Memorial Justice Assistance Grant 2014 ($116,640), Edward Byrne Memorial Justice Assistance Grant 2015 ($112,491), 2009 COPS Technology Grant ($115,234) and General Fund MPD – Field Operations ($1,455,316) with any excess funding returning to the General Fund Reserves.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of proposal for the purchase and installation of mobile and portable radios to Motorola Solutions, Inc., San Diego, CA.

BE IT FURTHER RESOLVED that the Purchasing Manager, or his designee, issue a purchase order for an estimated total cost of $1,344,991.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of December, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ridenour, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-463

RESOLUTION APPROVING A FIVE-YEAR LEASE AGREEMENT WITH HUMMINGBIRD AVIATION, LLC (HUMMINGBIRD) AT THE MODESTO CITY-COUNTY AIRPORT (MOD) TO LEASE BUILDING NO. 1 AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the Airport Building No. 1 is one of the older buildings at the Modesto City-County Airport, and

WHEREAS, Hummingbird Aviation seeks to lease all of Building No. 1 for use as a flight school facility, and

WHEREAS, Hummingbird Aviation submitted a lease request package containing financial information and references for review and was determined to be a business that would be suitable for Building No. 1, and

WHEREAS, the lease agreement is expected to provide revenues of approximately $9,408 annually for five years (60 months) to the Airport Enterprise Fund Account No. 4310-53312-43887, and

WHEREAS, Hummingbird Aviation will be responsible for stipulated tenant improvements as defined in the lease agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Airport Lease Agreement between the City of Modesto and Hummingbird Aviation, LLC for the use of Building No. 1.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of December, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ridenour, was upon roll call carried and the resolution adopted by the following vote:

AYES	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-464

RESOLUTION APPROVING A FIVE YEAR LEASE AGREEMENT WITH HUMMINGBIRD AVIATION, LLC AT THE MODESTO CITY-COUNTY AIRPORT TO LEASE HANGAR NO. 4S AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the Airport Hangar No. 4S is an older aircraft storage hangar at the Modesto City-County Airport, and

WHEREAS, Hummingbird Aviation, LLC (Hummingbird) is currently renting Building No. 1 for their flight school operations, and

WHEREAS, Hummingbird will own aircraft that will be used for flight school operations, and

WHEREAS, Hummingbird is seeking to lease all of Hangar No. 4S to be used for the storage of the aircraft that will be used for their flight school operations, and

WHEREAS, Hummingbird will lease the building in an "as is" condition at an initial monthly rate of $1,246.50, and

WHEREAS, the lease agreement is expected to provide revenues of approximately $14,958 annually in rents to the Airport Enterprise Fund Account No. 4310-53312-43887.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the lease agreement between Hummingbird and the City of Modesto for the use of Hangar No. 4S.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of December, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ridenour, was upon roll call carried and the resolution adopted by the following vote:

AYES	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-465

RESOLUTION APPROVING THE CONSTRUCTION TOTAL OF $660,000 FOR TRAFFIC SIGNALS ON PRESCOTT ROAD AT MOUNT VERNON DRIVE, ON FLOYD AVENUE AT MILLBROOK AVENUE AND ON ROSELLE AVENUE AT BELHARBOUR DRIVE FOR A PROJECT TOTAL OF $750,000

WHEREAS, Traffic Engineering staff applied for and received Congestion Mitigation and Air Quality (CMAQ) funds for the construction of Traffic Signals on Prescott Road at Mount Vernon Drive, on Floyd Avenue at Millbrook Avenue and on Roselle Avenue at Belharbour Drive, and

WHEREAS, the proposed intersections do meet traffic signal warrants, and

WHEREAS, the signals will provide protected left-turns on Roselle Avenue and protected/permissive left-turns on Floyd Avenue, and

WHEREAS, pedestrian ADA push buttons and countdown indications with bicycle detection will be installed, and

WHEREAS, to proceed with the design and construction of Traffic Signals on Prescott Road at Mount Vernon Drive, on Floyd Avenue at Millbrook Avenue and on Roselle Avenue at Belharbour Drive pedestrian safety will be improved.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the construction total of $660,000 for the Traffic Signals on Prescott Road at Mount Vernon Drive, on Floyd Avenue at Millbrook Avenue and on Roselle Avenue at Belharbour Drive for a project total of $750,000.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of December, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ridenour, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-466

RESOLUTION AMENDING THE FISCAL YEAR 2015-16 CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET IN THE AMOUNT OF $82,090

WHEREAS, the purpose of the CML 5059 (197) Bus Turnout SB Dale Road project is to provide a bus stop located on the west side of Dale Road, south of Veneman Avenue, where a bus can stop and not block southbound traffic flow, and

WHEREAS, on December 11, 2012, City Council, by Resolution No. 2012-508 amended the Fiscal Year 2012-13 Capital Improvement Program (CIP) budget in the amount of $85,000 for Preliminary Engineering (PE) for CML 5059 (197) Bus Turnout SB Dale Road project, and

WHEREAS, on January 6, 2015, City Council, by Resolution No. 2015-07 amended the Fiscal Year 2014-15 CIP budget in the amount of $115,000 for the Right of Way (ROW) and Utility Relocation (UE) phase of the project,

WHEREAS, On May 12, 2015, City Council, by Resolution 2015-150 amended the Fiscal Year 2014-2015 CIP budget in the amount of $75,000 in Regional Surface Transportation Program (RSTP) funds for the ROW/UE phases of this project in anticipation of receiving Caltrans confirmation, with the understanding that no local match funds would be required, and

WHEREAS, since the Council meeting on May 12, 2015, there have been some changes that affect the design and budget of this project, and

WHEREAS, through discussions with Caltrans it was determined that the additional RSTP funds for ROW/UE could be split to include additional funds for the PE phase to cover redesign costs, and

WHEREAS, during these discussions Caltrans informed staff that a local match would be required for the additional RSTP funds, and

WHEREAS, On August 25, 2015, Caltrans authorized ROW funding in the amount of $59,394 with local match funding of $7,696 and PE funding in the amount of $13,280 with local match funding of $1,720 for a total of $82,090, and

WHEREAS, due to changes which now require local match funding and the addition of PE funds, staff is bringing this item back to Council to request amendment of the Fiscal Year 2015-16 budget now that authorization has been received from Caltrans.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves amending the Fiscal Year 2015-16 Capital Improvement Project (CIP) budget to modify and add Capital Improvement Project funding in the amount of $82,090.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of December, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ridenour, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-467

RESOLUTION ACCEPTING REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) FUNDS IN THE AMOUNT OF $72,674, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE NECESSARY GRANT FUNDING DOCUMENTS

WHEREAS, the purpose of the CML 5059 (197) Bus Turnout SB Dale Road project is to provide a bus stop located on the west side of Dale Road, south of Veneman Avenue, where a bus can stop and not block southbound traffic flow, and

WHEREAS, on December 11, 2012, City Council, by Resolution No. 2012-509 accepted Congestion Mitigation and Air Quality (CMAQ) funds for Preliminary Engineering (PE) in the amount of $85,000 for the CML 5059 (197) Bus Turnout SB Dale Road project, and

WHEREAS, Caltrans has determined that this project has no significant impacts on the environment as defined by National Environmental Policy Act, and

WHEREAS, on January 6, 2015, the City Council, by Resolution No. 2015-08 accepted $101,810 in CMAQ funds for the Right of Way (ROW) and Utility Relocation (UE) phase of the project with $13,190 in Local Funds, and

WHEREAS, staff has completed the construction plans, project specifications and preliminary construction estimate, and

WHEREAS, all required dry utility investigations/designs have been performed, and an appraisal and a review appraisal has been performed in the area of property acquisition, and

WHEREAS, on March 20, 2015, the Stanislaus Council of Governments (StanCOG) notified local agencies including the City of Modesto that additional Regional Surface Transportation Program (RSTP) grant funds had become available, and

WHEREAS, on May 12, 2015, by Resolution No. 2015-150 City Council amended the Fiscal Year 2014-15 CIP to add $75,000 in RSTP funds for the ROW/UE phase of this project in anticipation of receiving Caltrans confirmation, with the understanding that no local match funds would be required, and

WHEREAS, since the Council meeting on May 12, 2015, there have been some changes that affect the design and budget of this project, and

WHEREAS, on July 1, 2015 new water regulations went into effect that prohibit turf in commercial areas, and

WHEREAS, to comply with these new regulations, construction plans for this project have to be revised. The updated plans will show an increase in drought tolerant landscaping covering a larger area than the original landscape plan, and

WHEREAS, through discussions with Caltrans it was determined that the additional RSTP funds for ROW/UE could be split to include additional funds for the PE phase to cover redesign costs, and

WHEREAS, during these discussions Caltrans informed staff that a local match would be required for the additional RSTP funds, and

WHEREAS, on August 25, 2015 Caltrans authorized ROW funding in the amount of $59,394 with local match funding of $7,696 and PE funding in the amount of $13,280 with local match funding in the amount of $1,720 for a total of $82,090, and

WHEREAS, due to changes which now require local match funding and the addition of PE funds, staff is bringing this item back to Council to request the acceptance of RSTP for this project now that authorization has been received from Caltrans.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts Regional Surface Transportation Program (RSTP) funds in the amount of $72,674.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the necessary grant documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of December, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ridenour, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-468

RESOLUTION APPROVING AN AGREEMENT WITH DAN CORTINOVIS, P.E., FOR ON-CALL ENGINEERING SERVICES FOR ONE YEAR, WITH TWO ONE-YEAR EXTENSION OPTIONS, AT THE SOLE DISCRETION OF THE CITY, IN AN AMOUNT NOT TO EXCEED $75,000 PER YEAR, AGGREGATE CONTRACT AMOUNT NOT TO EXCEED $225,000, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the Utilities Department requires water and wastewater engineering support services to assist commercial and industrial customers, and the Manufacturers Council of the Central Valley (MCCV) members, and

WHEREAS, retaining an on-call engineering consultant will allow the department to have quick access to specific water and wastewater support services that will help large customers troubleshoot and optimize their processes, and

WHEREAS, this service will provide customers an opportunity to minimize water and wastewater costs, and potentially provide an opportunity to expand their business, and

WHEREAS, Dan Cortinovis, P.E., has over 40 years of experience, and has demonstrated the ability to provide quality engineering services in a timely manner on past and current wastewater projects, and

WHEREAS, in the past, he has worked with Utilities Department staff and local canneries to resolve complex wastewater operations issues, and

WHEREAS, he is currently providing an independent peer review of the City's ongoing Wastewater Master Plan and Sewer Rate Study updates, and

WHEREAS, Mr. Cortinovis is familiar with the City's existing infrastructure, wastewater treatment system, and industrial dischargers, and

WHEREAS, given his experience and prior satisfactory performance, Mr. Cortinovis is deemed qualified to provide the requested on-call engineering services as the City begins implementing Wastewater Master Plan treatment plant improvements, and

WHEREAS, there are no known local consultants with Mr. Cortinovis' combined knowledge of the City's wastewater treatment system, and

WHEREAS, no new budget allocation will be sought because the project-specific task orders under the agreement will be paid from existing CIPs, and

WHEREAS, the consultant will submit a written scope of services outlining the specific work, schedule, and cost estimate associated with each task order, and

WHEREAS, the consultant will perform no services until Engineering Services Division management has approved the proposed specific task order and a written Notice to Proceed (NTP) is prepared and sent to Dan Cortinovis prior to commencement of services, and

WHEREAS, should any costs exceed $75,000 in any given year, staff will then return to Council for approval, and

WHEREAS, funds will be budgeted and encumbered against each specific Capital Improvement Program (CIP) project account to cover the cost of consultant services for project-specific task orders, and

WHEREAS, therefore, City staff recommends approving an Agreement for On-call Engineering Services with Dan Cortinovis, P.E.,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with Dan Cortinovis, P.E. for On-call Engineering

Services for one year, with two one-year extension options at the sole discretion of the City in an amount not to exceed $75,000 per year. Total cost for three years is not to exceed $225,000.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute said Agreement with Dan Cortinovis, P.E., and up to two one-year extension options.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of December, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ridenour, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-469

RESOLUTION ACCEPTING EMERALD TRUNK SEWER RELIEF PROJECT AS COMPLETE, AUTHORIZING THE CITY CLERK TO COMPLETE ALL NECESSARY STEPS TO FILE WITH THE COUNTY RECORDER, RELEASE SECURITIES, AND RELEASE PAYMENTS TOTALING $6,053,749 TO MCGUIRE AND HESTER OF OAKLAND, CALIFORNIA

WHEREAS, the Emerald Trunk Sewer Relief Project has been completed by McGuire and Hester in accordance with the contract agreement dated February 25, 2014,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Emerald Trunk Sewer Relief Project is hereby accepted as complete from said contractor, McGuire and Hester and that the City Clerk is authorized to complete all necessary steps to file a Notice of Completion with the Stanislaus County Recorder, release securities and release payments of amounts totaling $6,053,749 is authorized as provided in the contract.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of December, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ridenour, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-470

RESOLUTION APPROVING A SECOND AMENDMENT TO THE AGREEMENT WITH BLACKBURN CONSULTING FOR CONSTRUCTION MANAGEMENT SERVICES FOR EMERALD TRUNK SEWER RELIEF PROJECT, IN AN AMOUNT NOT TO EXCEED $51,832 FOR THE IDENTIFIED SCOPE OF SERVICES, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AMENDMENT TO AGREEMENT

WHEREAS, The Emerald Trunk is approximately five miles long and ranges in diameter from 21-inches north of Highway 99 to 42-inches near the West Trunk, and

WHEREAS, the proposed Emerald Trunk Sewer Relief consists of 1.75 miles of 36-inch and 30-inch trunks along Emerald Avenue and Elm Avenue to the West Trunk, located along Nebraska Avenue.

WHEREAS, on February 25, 2014, by Resolution No. 2014-66, Council approved an agreement with Blackburn Consulting for construction management services for Emerald Trunk Sewer Relief Project, and

WHEREAS, on February 24, 2015 by Resolution No. 2015-54, Council approved a first amendment to agreement with Blackburn Consulting for Construction Management Services for Emerald Trunk Sewer Relief project, in an amount not to exceed $156,350 for the identified scope of services, plus $15,635 for additional services (if needed), for a maximum total amount of $171,985 and authorizing the City Manager, or his designee, to execute the amendment to agreement, and

WHEREAS, therefore, City staff recommends approving the Second Amendment to Agreement with Blackburn Consulting for construction Management services for Emerald Trunk Sewer Relief Project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a Second Amendment to Agreement with Blackburn Consulting for Construction Management Services for Emerald Trunk Sewer Relief Project in an amount not to exceed 51,832 for the identified scope of services.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Amendment to Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of December, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ridenour, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-471

RESOLUTION ACCEPTING CARPENTER ROAD BRIDGE SEISMIC RETROFIT PROJECT AS COMPLETE, AND AUTHORIZING ALL NECESSARY STEPS TO FILE WITH THE COUNTY RECORDER, RELEASE SECURITIES AND RELEASE PAYMENTS TOTALING $8,432,219. TO FLATIRON WEST, INC OF BENICIA, CALIFORNIA WHO SEISMICALLY RETROFITTED THE EXISTING BRIDGE BY STENGTHENING AND WIDENING THE STRUCTURE AND REPLACING THE WATERLINE WITHIN THE BRIDGE STRUCTURE THAT SERVES THE SOUTH AREA OF MODESTO

WHEREAS, the Carpenter Road Bridge Seismic Retrofit Project has been completed by Flatiron West, Inc., of Benicia, California in accordance with the contract agreement dated March 6, 2012,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Carpenter Road Bridge Seismic Retrofit Project is hereby accepted as complete from said contractor, Flatiron West, Inc., of Benicia, California and that the City Clerk is authorized to complete all necessary steps to file with the County Recorder, release securities and payments totaling $8,432,219 is authorized as provided in the contract.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of December, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ridenour, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-472

RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE STRENGTHEN AND REPLACE WATER SYSTEM – SOUTH 9TH STREET INDUSTRIAL AREA PROJECT, ACCEPTING THE BID, AND APPROVING A CONTRACT WITH DSS COMPANY DBA KNIFE RIVER CONSTRUCTION OF STOCKTON, CALIFORNIA IN THE AMOUNT OF $2,569,745.60 AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO EXECUTE THE AGREEMENT

WHEREAS, plans and specifications have been prepared for the Strengthen & Replace Water System – South 9th Street Industrial Area Project, and City staff recommends approval by the City Council, and

WHEREAS, the bids received for the Strengthen and Replace Water System – South 9th Street Industrial Area Project were opened at 11:00 a.m. on November 10, 2015 for the consideration of the Council, and

WHEREAS, the Director of Utilities has recommended that the bid of $2,569,745.60 received from DSS Company dba Knife River Construction of Stockton, California, be accepted as the lowest responsible and responsive bid and the contract be awarded to DSS Company dba Knife River Construction.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the plans and specifications for the Strengthen & Replace Water System – South 9th Street Industrial Area Project, accepts the bid of DSS Company dba Knife River Construction of Stockton, California in the amount of $2,569,745.60, and awards DSS Company dba Knife River Construction the contract for the Strengthen & Replace Water System – South 9th Street Industrial Area Project.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the contract.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of December, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ridenour, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-473

RESOLUTION APPROVING AN AGREEMENT WITH HORIZON WATER AND ENVIRONMENT, LLC, OAKLAND, CA FOR CONSULTANT SERVICES TO DEVELOP AN ENVIRONMENTAL IMPACT REPORT FOR THE WASTEWATER MASTER PLAN IN AN AMOUNT NOT TO EXCEED $278,555 FOR THE IDENTIFIED SCOPE OF SERVICES, PLUS $27,856 FOR ADDITIONAL SERVICES (IF NEEDED), FOR A MAXIMUM TOTAL AMOUNT OF $306,411, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the City's wastewater population, approximately 210,000 citizens, is currently serviced by both the Sutter Primary Treatment Plant and Jennings Secondary/ Tertiary Plant that jointly process approximately 21 million gallons of wastewater per day, and

WHEREAS, the City's water service area includes one large contiguous area and several outlying areas encompassing approximately 40,000 acres at buildout and about seventy (70%) percent is currently developed, and

WHEREAS, on September 2, 2014, by Resolution No. 2014-334, City Council approved an agreement with Carollo Engineers to develop a Wastewater Master Plan (WWMP), and

WHEREAS, the Wastewater Master Plan (WWMP) will identify future capital improvement projects to be constructed, and therefore full compliance with the California Environmental Quality Act (CEQA) is required, and

WHEREAS, an Environmental Impact Report that identifies and mitigates any potential adverse environmental impacts that may result from the future projects will satisfy this requirement, and

WHEREAS, in accordance with Administrative Directive 3.1, Selection Procedures for Professional Consultants Who Provide Architectural and Engineering Services for Capital Projects, City staff issued a Request for Proposals to local and non-local consulting firms and received two proposals from non-local firms, and

WHEREAS, the Selection Committee determined that Horizon Water and Environment, LLC (Horizon), was the most qualified to prepare the Environmental Impact Review (EIR) for the City's Wastewater Master Plan. Horizon's final negotiated cost is $278,555, and

WHEREAS, AECOM and Sohagl Law Group are sub-consultants on this project,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with Horizon Water and Environment, LLC, Oakland, CA for Consultant Services to develop an Environmental Impact Report for the Wastewater Master Plan in an amount not to exceed $278,555 for the identified scope of services, plus $27,856 for additional services (if needed), for a maximum total amount of $306,411.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of December, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ridenour, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-474

RESOLUTION APPROVING AN AGREEMENT WITH HORIZON WATER AND ENVIRONMENT, LLC, OAKLAND, CA FOR CONSULTANT SERVICES TO DEVELOP AN ENVIRONMENTAL IMPACT REPORT FOR THE WATER MASTER PLAN, IN AN AMOUNT NOT TO EXCEED $291,676 FOR THE IDENTIFIED SCOPE OF SERVICES, PLUS $29,168 FOR ADDITIONAL SERVICES (IF NEEDED), FOR A MAXIMUM TOTAL AMOUNT OF $320,844 AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the City provides water service to about 265,000 customers through treated surface water purchased from the Modesto Irrigation District and groundwater pumped from about 100 City –owned wells, and

WHEREAS, in normal (non-drought) years and on an annual average basis, the City's total water use is comprised of approximately 45% surface water and 55% ground water, and

WHEREAS, the city's water service area includes one large contiguous area and several outlying areas encompassing approximately 40,000 acres at buildout and about seventy (70%) percent is currently developed, and

WHEREAS, on September 2, 2014, by Resolution No. 2014-336, City Council approved an agreement with West Yost Associates to develop a Water Master Plan (WMP), and

WHEREAS, the WMP will identify future capital improvement projects to be constructed, and therefore full compliance with the California Environmental Quality Act (CEQA) is required, and

WHEREAS, an Environmental Impact Report that identifies and mitigates any potential adverse environmental impacts that may result from the future projects will satisfy this requirement, and

WHEREAS, in accordance with Administrative Directive 3.1, Selection Procedures for Professional Consultants Who Provide Architectural and Engineering Services for Capital Projects, City staff issued a Request for Proposals to local and non-local consulting firms and received two proposals from non-local firms, and

WHEREAS, the Selection Committee determined that Horizon Water and Environment, LLC (Horizon), was the most qualified to prepare the Environmental Impact Review (EIR) for the City's Water Master Plan. $291,676, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an Agreement with Horizon Water and Environment, LLC, Oakland, CA for Consultant Services to develop an Environmental Impact Report for the Water Master Plan, in an amount not to exceed $291,676 for the identified scope of services, plus $29,168 for additional services (if needed), for a maximum total amount of $320,844 and,

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of December, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ridenour, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-475

RESOLUTION APPROVING THE AMENDED DRINKING WATER SUPPLY PROJECT JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE CITIES OF CERES, MODESTO, AND TURLOCK THAT ALLOWS THE CITY OF MODESTO TO WITHDRAW AS A PARTICIPATING MEMBER AND REMOVES THE CITY OF MODESTO FROM ALL FINANCIAL OBLIGATIONS AFTER NOVEMBER 30, 2015, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AMENDED JPA AGREEMENT

WHEREAS, at the October 27, 2015 City Council meeting, staff presented a report showing that the City does not need the additional water supply from the proposed Stanislaus Regional Water Authority (SRWA) project to meet the buildout water supply demands of south Modesto once MIDs Modesto Regional Water Treatment Plant Phase II comes online, and

WHEREAS, at the November 10, 2015 Council Meeting, the City Council unanimously passed a motion for Modesto to remove itself from the SRWA Joint Power Authority (JPA), which requires an amendment to the current JPA Agreement, and

WHEREAS, the Amended JPA Agreement was presented to the SRWA Board at its Special Meeting on November 20, 2015, where the SRWA Board unanimously approved the revisions to the JPA Agreement, allowing the City of Modesto to withdraw before the end of the calendar year, and

WHEREAS, based on the Amended Agreement, the City of Modesto will not be responsible for its share of any costs or liabilities arising out of outside service consultant contracts or other contracts, including legal, environmental, or other contracts, entered into by the SRWA on or after November 20, 2015, and

WHEREAS, the Modesto Finance Director has also been Finance Director or the SRWA JPA, and Modesto will provide the SRWA Board an agreed upon procedures audit report of the SRWA financial transactions incurred from July 1, 2015 through November 30, 2015, and Modesto will not be responsible for any additional audit costs after that date, and

WHEREAS, it is anticipated that the transfer of all financial responsibilities for the SRWA will be completed by December 31, 2015.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the Amended Drinking Water Supply Project Joint Exercise of Powers Agreement between the Cities of Ceres, Modesto, and Turlock that allows the City of Modesto to withdraw as a participating member and removes the City of Modesto from all financial obligations after November 30, 2015.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Amended JPA Agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of December, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ridenour, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-476

RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE 2014-2015 STORM DRAIN IMPROVEMENTS PROJECT, ACCEPTING THE BID, AND APPROVING A CONTRACT WITH ROLFE CONSTRUCTION, OF ATWATER, CALIFORNIA IN THE AMOUNT OF $566,317 AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO EXECUTE THE AGREEMENT

WHEREAS, plans and specifications have been prepared for the 2014-2015 Storm Drain Improvements Project and City staff recommends approval by the City Council, and

WHEREAS, the bids received for the 2014-2015 Storm Drain Improvements Project were opened at 11:00 a.m. on November 17, 2015 for the consideration of the Council, and

WHEREAS, the Director of Utilities has recommended that the bid of $566,317 received from Rolfe Construction, of Atwater, California, be accepted as the lowest responsible and responsive bid and the contract be awarded to Rolfe Construction.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the plans and specifications for the 2014-2015 Storm Drain Improvements Project, accepts the bid of Rolfe Construction, of Atwater, California in the amount of $566,317, and awards Rolfe Construction the contract for the 2014-2015 Storm Drain Improvements Project.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the contract.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of December, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ridenour, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-477

RESOLUTION DECLARING A PORTION OF THE CITY-OWNED PROPERTY AT 800 N. MCCLURE ROAD (APN 079-001-001) AS SURPLUS PROPERTY AND AUTHORIZING THE CITY'S PROPERTY AGENT TO PROCEED WITH THE SALE OF THE SURPLUS PROPERTY

WHEREAS, the City of Modesto owns a property on 800 N. McClure Road (APN 079-001-001), and

WHEREAS, this property, consisting of two separate parcels with one APN and purchased in 1973 and 1975, is no longer used by the City and there are no other uses for this property by the City, and

WHEREAS, this property was originally purchased as a historical preservation site, and

WHEREAS, a lack of funding in recent years has prevented repair, construction, and renovation of the site, and therefore surplus status is appropriate for this property, and

WHEREAS, staff recommends the unused property consisting of approximately 16.3 acres be declared as surplus property, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves the property located on 800 N. McClure Road (APN 079-001-001) be declared as surplus property.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to offer the property for sale.

THIS RESOLUTION WAS RESCINDED BY MODESTO CITY COUNCIL RESOLUTION NO. 2022-036

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of December, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ridenour, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-478

RESOLUTION ACCEPTING THE CAPITAL FACILITIES FEES ANNUAL REPORT FOR FISCAL YEAR 2014-15 AND MAKING FINDINGS RELATING TO EACH OF THE FEE CATEGORIES

WHEREAS, the City of Modesto imposes fees to mitigate the impacts of development, pursuant to Government Code section 66000 *et seq.*, and

WHEREAS, California Government Code sections 66001 and 66006 require cities to annually make certain fee-related information available to the public and findings relating to the necessity of collecting fees for new development, and

WHEREAS, the City, in accordance with Government Code section 66006(a) and Section 8-1.904 of the Modesto Municipal Code, established Capital Facilities Fees ("CFF") for the purpose collecting fees to fund the construction of public improvements that will be needed as a result of new development, and

WHEREAS, on March 22, 2011, the City Council, by Resolution No. 2011-105, established the nexus for fees imposed by each land use, said nexus and fees were later amended by Resolution No. 2013-177 on May 7, 2013, and

WHEREAS, the following fees were established by Resolution No. 2013-177:

- The Streets CFF fund was established to accrue funds for arterial roadways, intersections, expressways, freeway interchanges and associated landscaping, and
- The Public Transportation CFF fund was established to accrue funds for the expansion of the City's transit system including additional buses and their associated facilities, and
- The Air Quality Mitigation CFF Fund was established to accrue funds to assist in the reduction of automobile travel, specifically for the development of park and ride lots, Class I Bike Trails, and

- The Police CFF Fund was established to accrue funds for additional policing needs including an additional station, police cars and associated equipment, a northeast area precinct, a training facility, a computer aided dispatch system, and an expanded radio system, and
- The Fire CFF Fund was established to accrue funds for the construction of additional fire stations, fire vehicles, and a new training station, and
- The Parks CFF Fund was established to accrue funds for the development of additional regional parks, community centers, and neighborhood parks, and the expansion of the McClure Country Place, and
- The General Government CFF Fund was established to accrue funds for the debt service payments on City Hall, related parking facilities, the corporation yard and related facilities, City vehicles and the City's information technology expansion, and

WHEREAS, the Capital Facilities Fee Annual Report for Fiscal Year 2014-15 has been completed and is on file with the City Clerk and is **attached** as **Exhibit** "A", and

WHEREAS, a public hearing at the City Council in the Tenth Street Place Chambers located at 1010 Tenth Street, Modesto, California was set for December 8, 2015, to enable the public to have the opportunity to comment on the CFF collected,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Modesto that it hereby finds and determines that the Capital Facilities Fee program, set forth in City Council Resolution No. 2013-177, and incorporated herein by reference, is a necessary program to fund future infrastructure needed for new development.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby finds that the CFF revenue anticipated for the full development of infrastructure improvements for new development has not been fully collected to complete the financing of incomplete improvements. It is presently anticipated that there will be no

regular sources of funding to develop CFF infrastructure improvements apart from CFF collections.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby finds that the anticipated dates for the full collection of fees is unknown at this time as fees are based on development activity which is not controlled by the City.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby finds that the necessary funds for constructing and/or purchasing the following have not yet been accumulated and the approximate date is not yet known, but there is still a need as outlined in Resolution No. 2013-177, and therefore fees should still be collected for the following purposes:

- Additional fire stations, fire vehicles, and a new training station, and
- An additional police station, police cars and associated equipment, a northeast area precinct, a training facility, a computer-aided dispatch system, and an expanded radio system, and
- Development of additional regional parks, community centers, neighborhood parks, and the expansion of McClure Country Place, and
- Debt service payments on City Hall, related parking facilities, the corporation yard and related facilities, City vehicles and the City's information technology expansion, and
- Reduction of automobile travel, specifically for the development of park and ride lots and Class I Bike Trails, and
- Arterial roadways, intersections, expressway, freeway interchanges and all of their associated landscaping, and
- Expansion of the transit system, and

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby finds that all reportable fees, collections and expenditures have been received,

deposited, invested and expended in compliance with the relevant sections of the California Government Code and all other applicable laws for the Fiscal Year 2014-15.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby finds that that no refunds and allocations of reportable fees, as required by California Government Code section 66001, are deemed payable at this time.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby accepts the Fiscal Year 2014-15 Capital Facilities Fees Report as described in **Exhibit** "A", **attached** hereto and incorporated herein by reference.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of December, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

City of Modesto Capital Facilities Fees Annual Report Fiscal Year 2014-15

Prepared By:

Community & Economic Development
Infrastructure Financing Program

November 2015

MODESTO
CALIFORNIA

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LEGAL REQUIREMENTS

A. What Are Impact Fees?

California Government Code §66000 allows a local jurisdiction to establish an impact fee to mitigate the impacts of new development. These fees may be used for the purchase, construction, expansion, rehabilitation, or acquisition of public facilities, and must be consistent with the adopted fee program, which is updated every five years.

New development increases the demand for health and safety service provided by a city, affects the quality of the community's infrastructure, and increases the need for public facilities. Typically, impact fees are paid to a city at the time a building permit is issued and assist in paying for the cumulative impact of new development through infrastructure improvements and additions. Facilities partly funded by impact fees include police, fire and administrative buildings, park sites, bike trails, public landscape areas, community centers, transportation and transit facilities and roadway improvements. Impact fees cannot be used for maintenance of existing or future city facilities.

B. Establishing An Impact Fee Program

The City of Modesto ("City") impact fee program, more commonly known as the Capital Facilities Fees Program ("CFF Program"), was established in 1987 and has been updated periodically to reflect the changes in land values, projects and costs. Impact fees imposed on new development must have the proper nexus to any project on which they are imposed. The CFF Program sets forth the relationship between contemplated future developments, facilities needed to serve future development and the estimated cost of those improvements based on the current General Plan for build-out. Estimated project costs and the summary of fee apportionment for each CFF Program fee category are identified in the 2003 and 2011 CFF Program updates.

C. Adoption of a Capital Improvement Program (CIP)

California Government Code §66002 requires local agencies that have implemented an impact fee program to adopt a Capital Improvement Program (CIP) indicating the approximate location, size, and time of projects, plus an estimate for the costs of all facilities or improvements to be financed by the impact fees. At a minimum, a formal CIP is recommended as a five-year plan. The City annually produces a five-year CIP which assists in maintaining and updating the City's General Plan.

The City's CIP connects annual capital expenditures to a long-range plan for public improvements. The City's CIP also assists in maximizing the funds available, connecting the plan for public improvements to the City's capacity for funding, and projecting expenditures over a period of years. This type of fiscal management is particularly

LEGAL REQUIREMENTS (Con't.)

important during periods where budgetary demands exceed financial resources. The City's CIP Program is financed in part by the impact fees collected through the CFF Program.

D. Reporting

Annual reporting of a local agency's impact fee program is required by Government Code §66006. The impact fees collected must be segregated from general and other funds containing fees collected for other improvements. Interest on each impact fee fund or account must be credited to that fund or account and be used only for the purpose for which the impact fee was collected.

California Government Code §66006(b) requires that a local agency make the following information available to the public for each separate impact fee fund on an annual basis and that the local agency review that information at a public meeting. The law also requires the annual report include the following information for the prior fiscal year and be made available within 180 days after the last day of each fiscal year:

- Describe the type of impact fee in the account or fund.
- Identify the amount of the impact fee.
- Provide the beginning and ending balance of the account or fund.
- Provide the amount of impact fees collected and interest earned.
- Identify each public improvement on which impact fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with the impact fee.
- Identify an approximate date by which the construction of the public improvement will commence, if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.
- Describe each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned impact fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.
- Provide the amount of refunds made due to sufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of impact funds made to administrative costs of refunding unexpended revenues exceeding the amount to be refunded.

If an agency no longer needs the funds for the purposes collected or fails to make the required findings or perform certain administrative tasks prescribed, the agency may be

LEGAL REQUIREMENTS (Con't.)

required to refund, on a prorated basis to owners of the properties upon which the impact fees for the improvement were imposed, the monies collected for that project and any interest earned on those funds.

California Government Code §66001(d) also requires that the local agency make all of the following findings every fifth year with respect to that portion of the account remaining unexpended, whether committed or uncommitted:

- Identify the purpose to which the impact fee is to be allocated.
- Demonstrate a reasonable relationship between the impact fee and the purpose for which is it charged.
- Identify all sources and amounts of funding anticipated to complete financing of incomplete improvements.
- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.
- In any action imposing a fee as a condition of approval of a development project by a local agency, the local agency shall determine how there is a reasonable relationship between the amount of the impact fee and the cost of the public facility or portion of the public facility attributable to the development on which the impact fee is imposed.

DESCRIPTION OF CAPITAL FACILITIES FEES

The CFF Program mitigates the impacts associated with new development on certain public facilities. The CFF Program is used to finance the acquisition, construction, and improvement of public facilities as a result of new development. The City has the following eight (8) CFF Program fee categories:

Streets Capital Facilities Fee – Fund 3410
This fee is collected for roadway improvements such as expressways, interchanges, arterial and collector roads, turn lanes, intersections and traffic signals.

Public Transportation Capital Facilities Fee – Fund 3420
This fee is collected for new buses, bus shelters, bus stops, the bus maintenance facility, and the northeast transfer station.

Air Quality Mitigation Capital Facilities Fees – Fund 3430
This fee is collected for facilities that reduce automobile travel by facilitating alternative modes of travel such as the Amtrak station parking lot, park and ride lots, vanpooling, carpooling, Class I bike trails, bike storage, turn lanes, footpaths, and pedestrian accesses.

Police Capital Facilities Fee – Fund 3440
This fee is collected for the Police Tactical Training Center, police vehicles, parking facilities, communication systems, special equipment, and the future Northeast Area Precinct (to be shared with Fire).

Fire Capital Facilities Fee – Fund 3450
This fee is collected for fire facility expansions, fire vehicles, special equipment, and the future Northeast Area Precinct (to be shared with Police).

Parks Capital Facilities Fees – Fund 3460
This fee is collected for land and construction costs for neighborhood, community, and regional parks, sports facilities, and community buildings.

City Hall and Other Government Facilities Capital Facilities Fee – Fund 3470
This fee is collected for debt service payments on City Hall, related parking facilities, the corporation yard and related facilities, City vehicles, and the City's information technology expansion.

Administration Capital Facilities Fee – Fund 3480
This fee is collected for the administration of the CFF Program. This includes preparation of an Annual CFF Program Report, preparation of a Five-Year CFF Report, day-to-day management of the CFF Program including preparation of annual CIP budgets, CFF Program annual inflationary updates, land value analyses and updates and CFF Program Proformas.

CURRENT FEE SCHEDULES

The current CFF Program allows for an annual inflationary adjustment equal to the increase in the annual change in the San Francisco Bay Area Engineering News Record Construction Cost Index through the month of December of the preceding year. For Fiscal Year 2014-15, a 5.17% increase was applied and acknowledged by the City Council on May 6, 2014. Table 1 provides the adopted fee schedule for Fiscal Year 2014-15.

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES[1]

The Combining Statement of Revenues, Expenditures and Changes in Fund Balances provided in Table 2 outlines the beginning and ending balance of each fund for Fiscal Year 2014-15. Expenditures are identified by general categories. All revenue, unless collected under the deferral program, is collected at the time a building permit is issued. Since the CFF Program is a "pay-as-you-go" program, the City must accrue enough revenue prior to commencing construction of a project, resulting in an "aging" of fund balances. The aging or accumulation occurs until enough revenue has been collected to construct a project.

FIVE YEAR REVENUE AND EXPENSE HISTORY[1]

As previously discussed, most revenue is collected when a building permit is issued for new development. Overall, CFF Program revenues decreased 15.4% between Fiscal Years 2013-14 and 2014-15 while expenditures decreased 22.9% over the same time period. Tables 3 and 4 provide a five-year snapshot of the CFF Program revenues and expenditures, respectively. Table 5 offers a combined picture of revenues, expenses and fund balance levels over the past five years.

DEFERRED CAPITAL FACILITIES FEES

A. Single-Family Residential

There are currently no active deferral agreements for single-family residences developing the Capital facility Fees for development. This program expired in June 2011.

B. Multi-Family, Commercial and Industrial

CFF Deferral Programs for Multi-Family, Commercial, and Industrial developments have been in place since 1991. Deferrals assist in off-setting the cost of new development by allowing applicants to pay a portion of the CFF due at the time of building permit issuance and the balance, plus interest, over a predetermined period of time. Table 6 details the four (4) active deferrals in Fiscal Year 2014-15.

REFUNDS

CFF may be refunded if a building permit expires, is revoked, voluntarily surrendered or voided, and no construction or improvement of land has commenced. In addition, CFF paid for placement of Trailers may be refunded if requested in writing within six years of payment, minus the administration component.

1 - Financial data is current as of October 20, 2015

The City of Modesto issued a refund of CFF in the amount of $14,564.65 after removal of the temporary trailer at 600 Yosemite Blvd. The temporary trailer was placed in 2014 (Building Permit #BLD2014-60773) and removed on May 2, 2015 (Building Permit #BLD2014-63420). Table 7 details the financial impact of this refund.

CREDITS

CFF credits are granted when previously existing building(s) are removed and new building(s) are constructed. These credits may off-set up to but not more than 100% of the CFF due for the new development. Table 8 details the credits provided in Fiscal Year 2014-15.

TRANSFERS

A total of four (4) inter-fund transfers occurred in Fiscal Year 2014-15. The transfers included the Tenth Street Place (City Hall) Debt Service payment, police loans and Streets projects. Table 9 offers details of each transfer.

CAPITAL IMPROVEMENT PROJECTS[2]

Information on projects funded by the CFF Program can be found in Table 10. The information in the table includes a listing of current projects, estimated construction start and end dates, estimated project costs, percentage of project funded by the CFF Program and general accounting information.

2 - Financial data is current as of October 20, 2015

Table 1: Fee Schedules Effective July 1, 2014 through June 30, 2015

2011 CFF PROGRAM - Development within City Limits

Fee Category	Unit Measure Per	Streets	Public Transp.	Air Quality	Police	Fire	Parks	General Gov't.	Admin	Total
Single-Family Residential	Dwelling Unit	$ 6,592	$ 96	$ 576	$ 896	$ 382	$ 5,461	$ 504	$ 286	$ 14,793
Multi-Family Residential	Dwelling Unit	4,566	67	759	540	176	3,395	309	154	9,966
Senior Housing	Dwelling Unit	3,978	36	741	526	172	3,311	303	109	9,176
Hotel/Motel	Room	3,427	60		204	67		117	86	3,962
Retail <50,000 SF	1,000 SF	9,910	197		243	80		140	268	10,838
Retail 50,000-100,000 SF	1,000 SF	8,227	162		243	79		139	223	9,073
Retail 100,000-300,000 SF	1,000 SF	6,944	137		244	80		140	189	7,734
Retail >300,000 SF	1,000 SF	6,478	126		243	79		140	177	7,243
Medical Office	1,000 SF	12,518	250		406	133		232	345	13,885
General Office	1,000 SF	6,058	107		406	133		233	156	7,093
Hospital	1,000 SF	8,779	155		405	133		233	218	9,922
Daycare	1,000 SF	4,847	85		406	133		233	126	5,831
Church	1,000 SF	1,033	18		411	134		237	36	1,868
Nursing Home	1,000 SF	1,512	26		409	134		236	47	2,364
Industrial (Manufacturing)	1,000 SF	2,348	41		174	57		100	60	2,780
Industrial (Warehousing)	1,000 SF	1,647	29		175	57		100	44	2,052

2011 CFF PROGRAM - Development within City's Sphere of Influence

Fee Category	Unit Measure Per	Streets	Public Transp.	Air Quality	Police	Fire	Parks	General Gov't.	Admin	Total
Single-Family Residential	Dwelling Unit	$ 7,167	$ 76	$ 1,453					$ 185	$ 8,882
Multi-Family Residential	Dwelling Unit	5,158	55	921					126	6,260
Senior Housing	Dwelling Unit	3,018	33	1,008					100	4,158
Hotel/Motel	Room	3,613	38						54	3,704
Retail <50,000 SF	1,000 SF	10,309	108						150	10,567
Retail 50,000-100,000 SF	1,000 SF	8,583	90						126	8,800
Retail 100,000-300,000 SF	1,000 SF	7,276	77						107	7,460
Retail >300,000 SF	1,000 SF	6,797	73						100	6,970
Medical Office	1,000 SF	13,107	139						192	13,438
General Office	1,000 SF	6,415	67						98	6,580
Hospital	1,000 SF	9,180	97						137	9,414
Daycare	1,000 SF	5,176	55						80	5,311
Church	1,000 SF	1,239	13						26	1,278
Nursing Home	1,000 SF	1,747	18						33	1,797
Industrial (Manufacturing)	1,000 SF	2,497	26						38	2,561
Industrial (Warehousing)	1,000 SF	1,782	19						28	1,829

Table 2: Combining Statement of Revenues, Expenditures and Changes in Fund Balances Year Ended June 30, 2015[1]

	3410 Streets	3420 Public Transp.	3430 Air Quality	3440 Police	3450 Fire	3460 Parks	3470 General Gov't	3480 Admin.	TOTAL
REVENUES:									
Grant Monies	$1,413,948								$1,413,948
Fees Collected	$1,776,952	$26,822	($17,013)	$92,348	$31,133	$59,138	$52,998	$40,401	$2,062,779
Interest and Rent	$173,198	$1,097	$1,078	$5,156	$195	$16,912	$221	$322	$198,179
Net Change in Fair Value of Investments	($76,418)	($491)	($512)	($547)	($75)	($7,878)	($110)	($134)	($86,165)
Miscellaneous									
TOTAL REVENUES	**$3,287,680**	**$27,428**	**($16,447)**	**$96,957**	**$31,253**	**$68,172**	**$53,109**	**$40,589**	**$3,588,741**
EXPENDITURES:									
Current:									
General Gov't.								$20,679	$20,679
Community Development	$2,734,430					$3,443			$2,737,873
Public Works									
Parks & Recreation									
Public Safety	-	-	-	-	-	-	-	-	-
Capital Outlay:	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	**$2,734,430**					**$3,443**		**$20,679**	**$2,758,552**
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	**$553,250**	**$27,428**	**($16,447)**	**$96,957**	**$31,253**	**$64,729**	**$53,109**	**$19,910**	**$830,189**
OTHER FINANCING SOURCES (USES)									
Transfers In *	$12,266								$12,266
Transfers Out*				($162,716)			($66,000)		($228,716)
Sale of Assets		-							
TOTAL OTHER FINANCING SOURCES	**$12,266**			**($162,716)**			**($66,000)**		**($216,450)**
EXCESS (DEFICIENCY) OF REVENUES & OTHER USES	$565,516	$27,428	($16,447)	($65,759)	$31,253	$64,729	($12,891)	$19,910	$613,739
FUND BALANCES, July 1	$24,344,032	$137,536	$185,833	$240,875	($1,024,790)	$2,549,531	$63,740	$53,015	$26,549,772
PRIOR PERIOD ADJUSTMENT									
FUND BALANCES, June 30	**$24,909,548**	**$164,964**	**$169,386**	**$175,116**	**($993,537)**	**$2,614,260**	**$50,849**	**$72,925**	**$27,163,511**

* See Table 9 for transfer details.

1 – Financial data is current as of October 20, 2015

Table 3: Five Year Revenue History

Fund	2010-11	2011-12	2012-13	2013-14	2014-15[1]	Five Year Total[1]
FUND 3410 – STREETS						
Fees Collected	$561,069	$638,746	$761,394	$559,440	$1,776,952	**$4,297,601**
Grant Monies	$2,726,437	$2,855,733	$6,639,777	$3,596,856	$1,413,948	**$17,232,751**
All Other Revenue Sources	$172,676	$111,356	$29,354	$100,917	$173,198	**$587,501**
Subtotal	***$3,460,182***	***$3,605,835***	***$7,430,525***	***$4,257,213***	***$3,364,098***	***$22,117,853***
FUND 3420 – PUBLIC TRANSP.						
Fees Collected	$6,282	$11,694	$12,247	$7,803	$26,822	**$64,848**
Grant Monies	-	-	-	-	-	-
All Other Revenue Sources	$744	$447	$204	$551	$1,097	**$3,043**
Subtotal	***$7,026***	***$12,141***	***$12,451***	***$8,354***	***$27,919***	***$67,891***
FUND 3430 – AIR QUALITY						
Fees Collected	$19,099	$13,488	$27,323	$1,291	($17,013)	**$44,188**
Grant Monies	-	-	-	-	$1,078	**$1,078**
All Other Revenue Sources	$4,677	$575	$341	$218		**$5,811**
Subtotal	***$23,776***	***$14,063***	***$27,664***	***$1,509***	***($15,935)***	***$51,077***
FUND 3440 – POLICE						
Fees Collected	$25,435	$41,697	$35,574	$12,107	$92,348	**$207,161**
Grant Monies	-	-	-	-	-	-
All Other Revenue Sources	$1,765	($55)	$8,283	$6,581	$5,156	**$21,730**
Subtotal	***$27,200***	***$41,642***	***$43,857***	***$18,688***	***$97,504***	***$228,891***
FUND 3450 – FIRE						
Fees Collected	$7,619	$15,859	$12,113	$4,030	$31,133	**$70,754**
Grant Monies	-	-	-	-	-	-
All Other Revenue Sources	$143	$120	$50	$25	$195	**$533**
Subtotal	***$7,762***	***$15,979***	***$12,163***	***$4,055***	***$31,328***	***$71,287***
FUND 3460 – PARKS						
Fees Collected	$101,006	$128,909	$138,017	$10,612	$59,138	**$437,682**
Grant Monies	-	-	$150,000	-		**$150,000**
All Other Revenue Sources	$36,764	$21,923	($10,573)	$22,403	$16,912	**$87,429**
Subtotal	***$137,770***	***$150,832***	***$277,444***	***$33,015***	***$76,050***	***$675,111***
FUND 3470 – GENERAL GOV'T						
Fees Collected	$14,201	$24,113	$20,474	$7,038	$52,998	**$118,824**
Grant Monies	-	-	-	-		-
All Other Revenue Sources	$3,521	($165)	($137)	$85	$221	**$3,525**
Subtotal	***$17,722***	***$23,948***	***$20,337***	***$7,123***	***$53,219***	***$122,349***
FUND 3480 – ADMINISTRATION						
Fees Collected	$13,013	$20,558	$20,406	$11,424	$40,401	**$105,802**
Grant Monies	-	-	-	-	-	-
All Other Revenue Sources	$141,987	$430	$32	$152	$322	**$142,923**
Subtotal	***$155,000***	***$20,988***	***$20,438***	***$11,576***	***$40,723***	***$248,725***
TOTAL	**$3,836,438**	**$3,885,428**	**$7,844,879**	**$4,341,533**	**$3,674,906**	**$23,583,184**

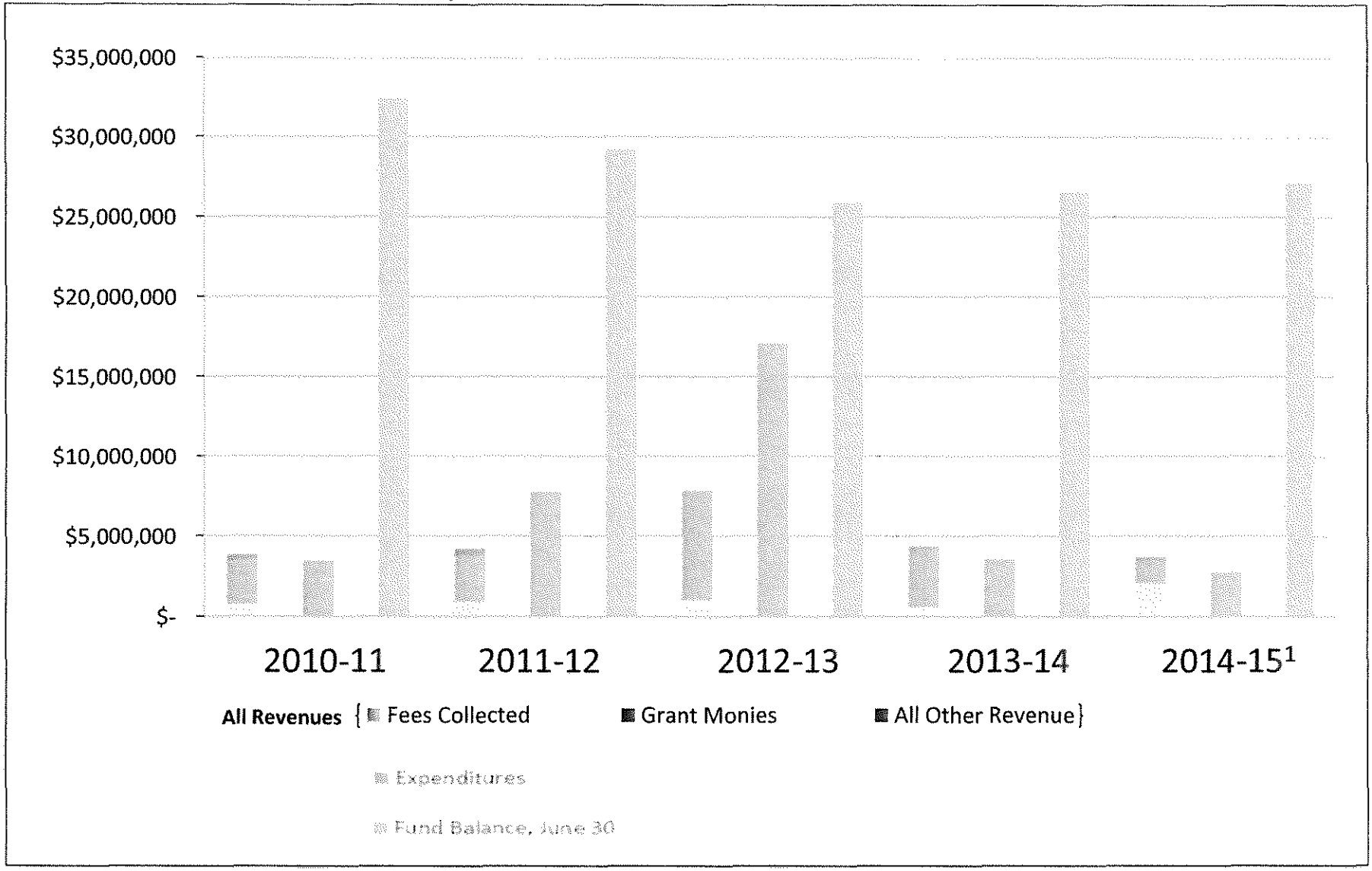
1 – Financial data is current as of October 20, 2015

Table 4: Five Year Expenditure History

Fund	2010-11	2011-12	2012-13	2013-14	2014-15[1]	Five Year Total
Fund 3410 – Streets	(3,204,214.00)	(6,540,817.00)	(7,801,737.00)	(3,463,454.00)	(2,734,430.00)	(23,744,652.00)
Fund 3420 – Public Transp.	-	-	-	-	-	-
Fund 3430 – Air Quality	-	-	-	-	-	-
Fund 3440 – Police	-	-	-	-	-	-
Fund 3450 – Fire	-	-	-	-	-	-
Fund 3460 – Parks	(69,661.00)	(1,142,808.00)	(9,259,700.00)	(83,586.00)	(3,443.00)	(10,559,198.00)
Fund 3470 – General Gov't	-	-	-	-	-	-
Fund 3480 – Administration	(186,170.00)	(56,686.00)	(38,805.00)	(29,336.00)	(20,679.00)	(331,676.00)
TOTAL	**(3,460,045.00)**	**(7,740,311.00)**	**(17,100,242.00)**	**(3,576,376.00)**	**(2,758,552.00)**	**(34,635,526.00)**

1 – Financial data is current as of October 20, 2015

Table 5: Five Year Revenue and Expenditure History



1 – Financial data is current as of October 20, 2015

Table 6: Multifamily, Commercial and Industrial Deferrals

Receivable Fund	Applicant	Agreement Start Date	Agreement End Date	Years Remaining	Balance 30-Jun-14	Payoffs	Outstanding Balance 30-Jun-15
Fund 3410 Streets	Village Corners - 3 Permits[1]	7/9/2010	4/30/2015	1	$5,326.43	-	$5,326.43
	Central Cal Invst, LLC – 1 Permit	9/7/2012	9/1/2017	3	7,089.62	$ 1,998.45	$5,091.17
	Brahaman Maha Sabha of USA – 1 Permit	1/11/2013	1/1/2019	3	3,040.74	$ 857.22	$2,183.52
	Fernando Arredondo – 1 Permit	4/11/2014	5/1/2019	4	69,077.76	$ 15,189.79	$53,887.97
				Subtotal	***$84,534.55***	***$ 18,045.46***	***$66,489.09***
Fund 3420 Public Transportation	Village Corners - 3 Permits	7/9/2010	4/30/2015	1	$105.71	-	$105.71
	Central Cal Invst, LLC – 1 Permit	9/7/2012	9/1/2017	3	140.32	$ 39.66	$100.66
	Brahaman Maha Sabha of USA – 1 Permit	1/11/2013	1/1/2019	3	60.18	$ 16.97	$43.21
	Fernando Arredondo – 1 Permit	4/11/2014	5/1/2019	4	1,367.20	$ 301.46	$1,065.74
				Subtotal	***$1,673.41***	***$ 358.09***	***$1,315.32***
Fund 3440 Police	Village Corners - 3 Permits	7/9/2010	4/30/2015	1	$130.57	-	$130.57
	Central Cal Invst, LLC – 1 Permit	9/7/2012	9/1/2017	3	173.65	$ 48.99	$124.66
	Brahaman Maha Sabha of USA – 1 Permit	1/11/2013	1/1/2019	3	74.48	$ 21.00	$53.48
	Fernando Arredondo – 1 Permit	4/11/2014	5/1/2019	4	1,692.01	$ 372.36	$1,319.65
				Subtotal	***$2,070.71***	***$ 442.35***	***$1,628.36***
Fund 3450 Fire	Village Corners - 3 Permits	7/9/2010	4/30/2015	1	$42.96	-	$42.96
	Central Cal Invst, LLC – 1 Permit	9/7/2012	9/1/2017	3	57.37	$ 16.12	$41.25
	Brahaman Maha Sabha of USA – 1 Permit	1/11/2013	1/1/2019	3	24.61	$ 6.94	$17.67
	Fernando Arredondo – 1 Permit	4/11/2014	5/1/2019	4	558.97	$ 122.51	$436.46
				Subtotal	***$683.91***	***$ 145.57***	***$538.34***
Fund 3470 General Gov't.	Village Corners - 3 Permits	7/9/2010	4/30/2015	1	$75.18	-	$75.18
	Central Cal Invst, LLC – 1 Permit	9/7/2012	9/1/2017	3	100.01	$ 28.21	$71.80
	Brahaman Maha Sabha of USA – 1 Permit	1/11/2013	1/1/2019	3	42.89	$ 12.09	$30.80
	Fernando Arredondo – 1 Permit	4/11/2014	5/1/2019	4	974.42	$ 214.40	$760.02
				Subtotal	***$1,192.50***	***$ 254.69***	***$937.80***
Fund 3480 Administration	Village Corners - 3 Permits	7/9/2010	4/30/2015	1	$144.14	-	$144.14
	Central Cal Invst, LLC – 1 Permit	9/7/2012	9/1/2017	3	191.49	$ 54.08	$137.41
	Brahaman Maha Sabha of USA – 1 Permit	1/11/2013	1/1/2019	3	82.13	$ 23.15	$58.98
	Fernando Arredondo – 1 Permit	4/11/2014	5/1/2019	4	1,865.74	$ 411.06	$1,454.68
				Subtotal	***$2,283.50***	***$ 488.29***	***$1,795.21***
				TOTAL	***$92,438.58***	***$ 19,734.45***	***$72,704.12***

[1] Issued a 6 month extension for the 5th and final payment of their CFF Deferral Agreement.

Table 7: Refunds of Capital Facilities Fees

Receivable Fund	Applicant / Project	Amount Refunded
Fund 3410 Streets	E & J Gallo Winery – 600 Yosemite Blvd	$12,719.68
	Subtotal	**$12,719.68**
Fund 3420 Public Transportation	E & J Gallo Winery – 600 Yosemite Blvd	$224.85
	Subtotal	**$224.85**
Fund 3430 Air Mitigation	E & J Gallo Winery – 600 Yosemite Blvd	$0.00
	Subtotal	***$0.00***
Fund 3440 Police	E & J Gallo Winery – 600 Yosemite Blvd	$851.75
	Subtotal	**$851.75**
Fund 3450 Fire	E & J Gallo Winery – 600 Yosemite Blvd	*$278.46*
	Subtotal	***$278.46***
Fund 3460 Parks	E & J Gallo Winery – 600 Yosemite Blvd	$0.00
	Subtotal	**$0.00**
Fund 3470 General Gov't.	E & J Gallo Winery – 600 Yosemite Blvd	$489.91
	Subtotal	**$489.91**
Fund 3480 Administration	E & J Gallo Winery – 600 Yosemite Blvd	*$0.00*
	Subtotal	***$0.00***
	TOTAL	**$14,564.65**

TABLE 8 –Credits for Previously Existing Buildings

Fund	Applicant / Project	CFF Due	CFF Credit	CFF Paid
Fund 3410 Streets	E & J Gallo Winery	$ 243,399.01	$ (121,852.16)	$ 121,546.85
	Susan Parodi	$ 96,760.27	$ (36,966.59)	$ 59,793.68
	Tower Park LP	$ 198,889.80	$ (198,889.80)	$ -
	Paul Prattt	$ 6,591.76	$ (6,591.76)	$ -
	Diastolic Investment Group	$ 136,407.50	$ (56,776.82)	$ 79,630.68
	Fund 3410 Subtotal	$ 682,048.34	$ (421,077.13)	$ 260,971.21
Fund 3420 Public Transportation	E & J Gallo Winery	$ 2,598.65	$ (1,283.45)	$ 1,315.20
	Susan Parodi	$ 1,033.06	$ (394.67)	$ 638.39
	Tower Park LP	$ 1,789.32	$ (1,789.32)	$ -
	Paul Prattt	$ 96.15	$ (96.15)	$ -
	Diastolic Investment Group	$ 2,723.31	$ (1,003.78)	$ 1,719.53
	Fund 3420 Subtotal	$ 8,240.49	$ (4,567.37)	$ 3,673.12
Fund 3430 Air Mitigation	E & J Gallo Winery		$ (24,702.62)	$ (24,702.62)
	Tower Park LP	$ 37,071.04	$ (37,071.04)	$ -
	Paul Prattt	$ 576.93	$ (576.93)	$ -
	Fund 3430 Subtotal	$ 37,647.97	$ (62,350.59)	$ (24,702.62)
Fund 3440 Police	Tower Park LP	$ 26,289.24	$ (26,289.24)	$ -
	Paul Prattt	$ 896.46	$ (896.46)	$ -
	Diastolic Investment Group	$ 4,417.81	$ (3,802.40)	$ 615.41
	Fund 3440 Subtotal	$ 31,603.51	$ (30,988.10)	$ 615.41
Fund 3450 Fire	Tower Park LP	$ 8,625.44	$ (8,625.44)	$ -
	Paul Prattt	$ 381.66	$ (381.66)	$ -
	Diastolic Investment Group	$ 1,437.30	$ (1,243.09)	$ 194.21
	Fund 3450 Subtotal	$ 10,444.40	$ (10,250.19)	$ 194.21
Fund 3460 Parks	Tower Park LP	$ 165,535.04	$ (165,535.04)	$ -
	Paul Prattt	$ 5,461.58	$ (5,461.58)	$ -
	Fund 3460 Subtotal	$ 170,996.62	$ (170,996.62)	$ -
Fund 3470 General Gov't.	Tower Park LP	$ 15,140.40	$ (15,140.40)	$ -
	Paul Prattt	$ 504.44	$ (504.44)	$ -
	Diastolic Investment Group	$ 2,526.63	$ (2,187.05)	$ 339.58
	Fund 3470 Subtotal	$ 18,171.47	$ (17,831.89)	$ 339.58
Fund 3480 Administration	E & J Gallo Winery	$ 3,873.00	$ (3,155.77)	$ 717.23
	Susan Parodi	$ 1,539.66	$ (588.22)	$ 951.44
	Tower Park LP	$ 5,459.72	$ (5,459.72)	$ -
	Paul Prattt	$ 284.02	$ (284.02)	$ -
	Diastolic Investment Group	$ 3,782.37	$ (1,462.47)	$ 2,319.90
	Fund 3480 Subtotal	$ 14,938.77	$ (10,950.20)	$ 3,988.57
	Total	$ 974,091.57	$ (729,012.09)	$ 245,079.48

Table 9: Transfers within Capital Facilities Fees Funds[1]

Fund	Transfer Description	Loan Maturity Date	Rate of Interest	Transfer Amount
Fund 3410 – Streets	Transfer In from Fund 1700 – Surface Transportation Fund	-	-	$ 12,266
			Subtotal	***$ 12,266***
Fund 3440 – Police	Transfer out to Fund 0100 – Tenth Street Place Debt Service Payment	2034	Variable Interest	$ (228,000)
	Transfer out to Fund 5230 – Information Technology Fund	-		$ 65,284
			Subtotal	***$ (162,715)***
Fund 3470 – General Gov't	Transfer out to Fund 0100 – Tenth Street Place Debt Service Payment	2034	Variable Interest	$ (66,000)
			Subtotal	***$ (66,000)***
			TOTAL	**$ (216,450)**

[1] Financial data is current as of October 20, 2015

Table 10: Capital Improvement Project (CIP) Expenditures[3]

Project Number	Project Number	Project Name	% Funded by Fee	% Funded by Other	Budget	Previous FYs Expenditures	Committed Funds	FY 2014-15 Expenditures	Balance Available	Estimated Construction Start FY	Estimated Construction End FY
Fund 3410 Streets	100032	New Traffic Signals 2010	-	100.00%	$ 850,000	$ (150,349)	$ 4,700	$ (613,750)	$ 81,201	2012/13	2015/16
	100046	Pelandale Interchange at SR 99	22.33%	77.67%	$10,430,225	$ (8,050,611)	$ 463,863	$ (463,939)	$1,451,812	2014/15	2016/17
	100048	Claratina/McHenry Plan Lane	-	-	$ 341,500	$ -	$ 31,413	$ (38,815)	$ 271,272	Unknown[1]	Unknown[1]
	100049	Oakdale Road Widening	100.00%	-	$ 400,000	$ -	$ -	$ (12,412)	$ 387,588	Unknown[2]	Unknown[2]
	100051	Claratina: McHenry to Coffee Four (4) Lanes	100.00%	-	$ 3,904,936	$ (192,531)	$ 10,871	$ (661,315)	$3,040,219	2015/16	2016/17
	100053	Carpenter Road Bridge Seismic	12.02%	87.98%	$11,103,399	$(10,213,422)	$ 90,568	$ (142,650)	$ 656,758	2011/12	2015/16
	100585	Right Turn Lane – Oakdale to Scenic	12.50%	87.50%	$ 400,000	$ (64,862)	$ -	$ (78,496)	$ 256,642	Unknown[2]	Unknown[2]
	100586	7th Street Bridge at Tuolumne River	100.00%	-	$ 333,500	$ (106,858)	$ -	$ (10,532)	$ 216,110	2015/16	2019/20
	100614	SR 132 West Expressway	100.00%	-	$ 115,000	$ (110,797)	$ -	$ (30,436)	$ (26,233)	2016/17	2018/19
	100631	Oakdale/Sylvan Intersection Improvements	6.42%	93.58%	$ 1,995,120	$ (151,430)	$ 9,984	$ (3,545)	$1,830,161	2013/14	2017/18
	100632	Right Turn Lane – McHenry to Briggsmore	-	100.00%	$ 500,300	$ (103,235)	$ 20,766	$ (21,320)	$ 354,979	2015/16	2016/17
	100635	Traffic Model Maintenance	-	100.00%	$ 400,000	$ (203,634)	$ -	$ (43,811)	$ 152,555	2011/12	2015/16
	100787	Pelandale I/C Monument Sign	100.00%	-	$ 397,819	$ -	$ 336,691	$ (61,128)	$ 0	2015/16	2016/17
	100862	Kodiak/Lincoln Oak Roundabout	11.47%	88.53%	$ 275,891	$ -	$ -	$ (36,629)	$ 239,262	2014/15	2015/16
							Subtotal:	*$ (2,218,780)*			
Fund 3460 Parks	100677	Lighting Playground and Shade	100.00%	-	$ 285,834	$ (2,559)	$ -	$ -	$ 283,275	2010/11	2016/17
	10779	MGCP Maintenance Facility	100.00%	-	$ -	$ -	$ -	$ -	$ -	2015/16	2016/17
							Subtotal:	$ -			
Fund 3480 CFF Admin	100026	2008 Streets CFF Upgrade	100.00%	-	$ 184,120	$ (144,110)	**92.66**	$ -	$ 39,917	2010/11	2015/16
							Subtotal:	$ -			
							TOTAL:	*$ (2,218,780)*			

[1] Estimated construction start date is unknown due to a constructability issue which may prohibit construction.
[2] Project currently in Preliminary Engineering Phase. Construction time period is unknown because there are no monies programmed at this time.
[3] Financial data is current as of October 20, 2015

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-479

RESOLUTION ACCEPTING THE 2014-15 ANNUAL REPORT OF FUNDS HELD FOR FUTURE IMPROVEMENTS, AND MAKING FINDINGS RELATED TO EACH SECURITY ON FILE

WHEREAS, California Government Code Sections 66000 and 66006 require that the City make certain information available to the public and findings relating to the necessity of collecting fees for new development, and

WHEREAS, the City is collecting impact fees as security for future improvements that will be needed as a condition of approval for new development, and

WHEREAS, $2,500 in impact fees were paid by Fuentes Construction on March 8, 2001, as a condition of approval for the project located at 1024 Florence Avenue, Modesto, for future improvements including connection to the City sewer system and the installation of curb, gutter and sidewalk improvements, and

WHEREAS, $29,393.72 in impact fees were collected from American Home Builders as a condition of approval for its project located at 3055 Floyd Avenue, Modesto, on September 2, 2005, for future improvements including the expansion of Beta Street to the north of the property, and

WHEREAS, $27,165 in impact fees were collected from Best Modesto Partners on September 30, 2008, as a condition of approval for its project located at 3019 Floyd Avenue, Modesto, for future improvements including the construction of an on-site driveway and the reconstruction of the nearby bus turnout and off-site driveway, and

WHEREAS, it has been determined that full funding for the various improvements has not yet been received, and

WHEREAS, it has been determined by staff that the impact fees collected for all three projects should be retained until additional funding can be obtained, and

WHEREAS, a public hearing at the City Council in the Tenth Street Place Chambers located at 1010 Tenth Street, Modesto, California was set for December 8, 2015, to enable the public to have the opportunity to comment on the impact fees collected.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Modesto that it hereby finds and determines that the impact fees collected for future improvements are necessary to fund future infrastructure needed for new development.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby finds that the revenue anticipated for the full development of infrastructure improvements required for these projects have not been fully collected to complete the financing of said improvements. It is presently anticipated that there will be no regular sources of funding to develop the required improvements apart from impact fees collected from neighboring properties.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby finds that the anticipated dates for the full collection of fees is unknown at this time as impact fees are based on development activity which is not controlled by the City.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby finds that the funding for the future improvements to include connection to the City sewer system and the installation of curb, gutter and sidewalk improvements located

at 1024 Florence Avenue, Modesto, is not yet known, but there is still a need, and therefore fees should still be retained for these purposes.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby finds that the timing for the future improvements including the expansion of Beta Street to the north of the property located at 3055 Floyd Avenue, Modesto, is not yet known, but there is still a need, and therefore fees should still be retained for these purposes.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby finds that the timing for the future improvements including the construction of an on-site driveway and the reconstruction of the nearby bus turnout and off-site driveway located at 3019 Floyd Avenue, Modesto, is not yet known, but there is still a need, and therefore fees should still be retained for these purposes.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of December, 2015, by Councilmember Ridenour, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-480

RESOLUTION ESTABLISHING A RESIDENTIAL PARKING PERMIT ZONE PILOT PROGRAM FOR THE 400 AND 500 BLOCK OF MYRTLE AVENUE, BETWEEN COLDWELL AVENUE AND STODDARD AVENUE PENDING A COMPREHENSIVE RESIDENTIAL PARKING PERMIT ZONE STUDY FOR THE MODESTO JUNIOR COLLEGE NEIGHBORHOOD IN ACCORDANCE WITH MODESTO MUNICIPAL CODE SECTION 3-2.1900, AS AUTHORIZED BY CALIFORNIA VEHICLE CODE (CVC) SECTION 22507(a)

WHEREAS, California Vehicle Code Section 22507 (a) states that local authorities, by ordinance or resolution may establish residential parking permit (RPP) zones, and

WHEREAS, City staff received two separate petitions containing the valid signatures of at least sixty seven percent (67%) of the residents and owners of real property located in the College Area Neighborhood Association (CANA) to establish a RPP zone along the 400 and 500 block of Myrtle Avenue between Coldwell Avenue and Stoddard Avenue, and

WHEREAS, City staff has found that there is currently unrestricted parking along Myrtle Avenue between Coldwell Avenue and Stoddard Avenue, and

WHEREAS, City staff has confirmed the existing use of on-street parking along the east and west sides of Myrtle Avenue between Coldwell Avenue and Stoddard Avenue by non-residents interferes with the use of the on-street parking by the residents along Myrtle Avenue or their guest and this RPP zone will revise access and availability of the on-street parking to favor the residents and their guests Monday thru Thursday, 8:00am to 6:00pm, and

WHEREAS, the City shall charge fees for the RPP zone as by Resolution, which fee amount may be adjusted by subsequent actions of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Council approves establishing a new Residential Parking Permit Zone pilot program for residents of the 400 and 500 block of Myrtle Avenue between Coldwell Avenue and Stoddard Avenue pending a comprehensive residential parking permit zone study for the Modesto Junior College neighborhood in accordance with Modesto Municipal Code Section 3-2.1900.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of December, 2015, by Councilmember Ah You, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-481

RESOLUTION ESTABLISHING A RESIDENTIAL PARKING PERMIT ZONE FEE SCHEDULE FOR THE 400 AND 500 BLOCK OF MYRTLE AVENUE, BETWEEN COLDWELL AVENUE AND STODDARD AVENUE IN ACCORDANCE WITH THE MODESTO MUNICIPAL CODE SECTION 3-2.1913, AS AUTHORIZED BY CALIFORNIA VEHICLE CODE (CVC) SECTION 22507(A) TO BE DEFERRED UNTIL THE COMPREHENSIVE PARKING PERMIT ZONE STUDY IS COMPLETED

WHEREAS, on September 17, 1991, the Council of the City of Modesto introduced and adopted Ordinance 2788-C.S., codified as Modesto Municipal Code section 3-2.1900 et seq., permitting the creation of residential parking permit zones within the City, and

WHEREAS, said ordinance provides that the Council may from time to time establish a fee for residential parking permits required by residents in any Residential Parking Permit (RPP) Zone, and

WHEREAS, the City received two separate petitions containing valid signatures of at least sixty seven percent (67%) of the residents and owners of real property along the 400 and 500 block of Myrtle Avenue between Coldwell Avenue and Stoddard Avenue requesting that Council hold a public hearing in order to establish a RPP Zone, and

WHEREAS, the basis of the fee is to cover the City's costs of the permits and the administration of the Residential Parking Permit program, and

WHEREAS, the Council held a public hearing at its regular meeting on December 8th, 2015, to consider the recommended residential parking permit fee schedule, and

WHEREAS, the City shall initially charge fees for the RPP zone as designated in this Resolution, which fee amount may be adjusted by subsequent actions of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto as follows:

1. The terms used in this Resolution shall have the definitions ascribed to them in Article 19 of Chapter 2 of Title 3 of the Modesto Municipal Code.

2. Residential Parking Permit Zone referred to as Residential Parking MJC – East #1 is established to include exclusive parking privileges for the residents that live along Myrtle Avenue between Coldwell Avenue and Stoddard Avenue, as shown on **Exhibit** A.

3. As provided in this Resolution or in Article 19 of Chapter 2 of Title 3 of the Modesto Municipal Code, any vehicle on which is properly affixed or displayed a valid resident parking permit or guest permit pertaining thereto, as provided for herein, may be parked on the street within the boundaries of the Residential Parking Permit Zone known as MJC – East #1. Such parking permit shall not guarantee or reserve the holder thereof an on-street parking space in such residential permit parking zone or exempt the vehicle from any other applicable restrictions, ordinances, or State or local laws.

4. The fee for each annual Residential and Guest Parking Permit shall be forty dollars ($40.00).

5. The fee for each daily Guest Parking Permit shall be five dollars ($5.00).

6. The fee for re-issuance of a lost or damaged annual Residential or Guest Parking Permit shall be twenty dollars ($20.00).

7. The administrative fee for failure to properly display the Residential Parking Permit shall be twenty-five dollars ($25.00).

8. The aforementioned fees to be deferred until the Comprehensive Parking Permit Zone study is completed.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of December, 2015, by Councilmember Ah You, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT A

LEGEND

MJC - East #1

PREPARED BY: NAME DOE	RESIDENTIAL PARKING PERMIT ZONE MYRTLE AVENUE MJC - East #1 BETWEEN COLDWELL AVENUE AND STODDARD AVENUE	MODESTO CALIFORNIA
DATE: SEPTEMBER 2, 2015 SCALE: NO SCALE SHEET: ONE OF ONE	PUBLIC WORKS DEPARTMENT	EXHIBIT A

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-482

RESOLUTION APPROVING IMPLEMENTATION OF CHANGES TO MODESTO AREA EXPRESS (MAX) BUS SERVICE IN THE SUTTER/ROBERTSON ROAD/PARADISE NEIGHBORHOD, AND ALONG J STREET AND MCHENRY AVENUE EFFECTIVE JULY 2016, AND AUTHORIZING THE TRANSIT MANAGER TO IMPLEMENT THE CHANGES

WHEREAS, to make the MAX system more efficient and productive, City staff recommends implementing a new Route 23 along J Street and McHenry Avenue, and

WHEREAS, the addition of the new McHenry route should significantly reduce heavy passenger loads along J Street and McHenry and virtually eliminate standing room only situations and ensure that space will be available to accommodate all passengers who use wheelchairs. In addition to supporting Route 22, the new Route 23 would double service along McHenry north of Standiford, providing access to businesses by serving stops twice per hour instead of the current hourly service, and

WHEREAS, to make the MAX system more efficient, City staff recommends eliminating Route 21RX, and

WHEREAS, to better serve MAX customers in the Sutter/Robertson Road/Paradise area, City staff recommends increasing service to every 15 minutes on Route 21, and

WHEREAS, said matter was set for a duly noticed public hearing of the City Council of the City of Modesto to be held on December 8, 2015, at 5:30 p.m., in the Tenth Street Place Chambers located at 1010 10th Street, Modesto, California.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves implementing a new Modesto Area Express (MAX) Route 23,

eliminating Route 21 RX and increasing service on Route 21 effective July 2016, and authorizing the Transit Manager to implement the improvements.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of December, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Zoslocki, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-483

RESOLUTION APPROVING THE APPOINTMENT OF HELEN MIHALOPOULOS AND JULIE SCHERER TO CITY OF MODESTO CITIZENS' HOUSING AND COMMUNITY DEVELOPMENT COMMITTEE WITH AN EXPIRATION DATE OF DECEMBER 31, 2019

WHEREAS, Section 1102 of the Charter of the City of Modesto authorizes the City Council to appoint members to various Boards and Commission; and

WHEREAS, both HELEN MIHALOPOULOS and JULIE SCHERER have expressed an interested in serving on the Citizen's Housing and Community Development Committee (CH&CDC); and

WHEREAS, on November 24, 2015, the City of Modesto Appointments Committee reviewed applications and recommended that both HELEN MIHALOPOULOS and JULIE SCHERER be appointed to the CH&CDC; and

WHEREAS, both HELEN MIHALOPOULOS and JULIE SCHERER will serve in the seat designation of Citizen-at-Large; and

WHEREAS, both HELEN MIHALOPOULOS and JULIE SCHERER will serve for the time period January 1, 2016 to December 31, 2019;

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Council of the City of Modesto that both HELEN MIHALOPOULOS and JULIE SCHERER are hereby appointed to the Citizens' Housing and Community Development Committee for the time period January 1, 2015 through December 31, 2019 and will serve in the seat designation of Citizen-at-Large.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 15th day of December, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Kenoyer, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-484

RESOLUTION APPROVING THE APPOINTMENT OF LIDUVINA GONZALEZ TO CITY OF MODESTO HOUSING REHABILITATION LOAN COMMITTEE WITH AN EXPIRATION DATE OF DECEMBER 31, 2019

WHEREAS, Section 1102 of the Charter of the City of Modesto authorizes the City Council to appoint members to various Boards and Commission; and

WHEREAS, LIDUVINA GONZALEZ has expressed an interested in serving on the Housing and Rehabilitation Loan Committee (HRLC); and

WHEREAS, on November 24, 2015, the City of Modesto Appointments Committee reviewed applications and recommended that LIDUVINA GONZALEZ be appointed to the HRLC; and

WHEREAS, LIDUVINA GONZALEZ will serve in the seat designation of Provider of Service; and

WHEREAS, LIDUVINA GONZALEZ will serve for the time period January 1, 2016 to December 31, 2019;

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Council of the City of Modesto that LIDUVINA GONZALEZ are hereby appointed to the Housing Rehabilitation and Loan Committee for the time period January 1, 2015 through December 31, 2019 and will serve in the seat designation of Provider of Service.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 15th Day of December, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Ah You, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-485

RESOLUTION APPOINTING SUE RICHARDSON AND DAVID A. LEAMON TO THE CULTURE COMMISSION

WHEREAS, Section 1102 of the Charter of the City of Modesto authorizes the City Council to appoint members to various Boards and Commissions, and

WHEREAS, the Culture Commission, has vacancies for members who reside within Modesto and are registered voters of Stanislaus County, and

WHEREAS, the Appointments Committee met on November 24, 2015, and recommended appointment of Sue Richardson and David A. Leamon, to represent Modesto City residents on the Culture Commission.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Council of the City of Modesto as follows:

SECTION 1. Sue Richardson is hereby appointed to the Culture Commission with a term commencing January 1, 2016 and expiring December 31, 2020. David Leamon is hereby appointed to fulfill the remainder of Kate Trompetter's term commencing immediately and expiring December 31, 2018.

SECTION 2. The City Clerk is hereby directed to transmit a copy of this resolution to the appointed members of the Culture Commission, and the Secretary thereof.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 15th day of December, 2015, by Councilmember Zoslocki, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-486

RESOLUTION AUTHORIZING THE AWARD OF PROPOSAL AND CONTRACT FOR THE FURNISHING OF GOLF COURSE MANAGEMENT AND MAINTENANCE SERVICES TO VALLEYCREST GOLF COURSE MAINTENANCE INC., A CALIFORNIA CORPORATION, IN PARTNERSHIP WITH KEMPERSPORTS MANAGEMENT INC., AN ILLINOIS CORPORATION, FOR A TWO (2) YEAR AGREEMENT WITH THREE (3) ONE-YEAR EXTENSION OPTIONS AT THE SOLE DISCRETION OF THE CITY, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONTRACT FOR AN ANNUAL COST NOT TO EXCEED $2,401,705, AND OVER FIVE (5) YEARS OF $12,008,525

WHEREAS, the City owns, operates and manages the Municipal Golf Course ("Municipal Course"), Dryden Park Municipal Golf Course ("Dryden Course"), and Creekside Municipal Golf Course ("Creekside Course"), and

WHEREAS, in February 2015, the City issued a Request for Proposals (RFP) to provide golf course management and maintenance services, and

WHEREAS, ValleyCrest Golf Course Maintenance Inc. of Calabasas, California (ValleyCrest) in partnership with KemperSports Management, Inc. (KemperSports) ranked highest in total evaluation criteria and the evaluation committee recommended the award of proposal be forwarded to the City Council for approval, and

WHEREAS in May 2015, the Finance Committee directed staff to return to the Committee with financial and land use options, including the closure of one golf course, and

WHEREAS, on September 28, 2015, the Finance Committee recommended staff return at a future date with financial information related to the sale and potential development options of each golf course, and

WHEREAS, on September 28, 2015, the Finance Committee recommended the award of the RFP to ValleyCrest in partnership with KemperSports for a two-year period

for maintenance of all three golf courses, including Muni, and the management of the Dryden and Creekside golf courses, and

WHEREAS, the City's existing agreements for maintenance of the three (3) golf courses and management of two (2) courses expired on October 31, 2015, and, on October 27, 2015, the City approved and extended the current ValleyCrest in partnership with KemperSports contract through December 31, 2015, and

WHEREAS, the new agreement for maintenance of three (3) and management of two (2) of the City's golf courses is a two (2) year contract with three (3) one (1) year extensions, in an amount not to exceed $2,401,705 per year and $12,008,525 over five (5) years, with a General Fund subsidy savings of approximately $62,000 in fiscal year 2015-16 and $139,000 in fiscal year 2016-17 is herein **attached** as **Exhibit** A, and

WHEREAS, the award of proposal and contract for the furnishing of golf course management and maintenance services for the Community and Economic Development Department to ValleyCrest Golf Course Maintenance Inc., in partnership with KemperSports Management Inc., conforms to Modesto Municipal Code 8-3.203,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves a two (2) year contract with three (3) one (1) year extension options at the sole discretion of the City, in an amount not to exceed $2,401,705 per year, and $12,008,525 over five (5) years, for furnishing golf course management and maintenance services, to ValleyCrest Golf Course Maintenance Inc., a California corporation, in partnership with KemperSports Management, Inc.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the necessary documents.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 8th day of December, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Ridenour, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

AGREEMENT

THIS AGREEMENT, made and entered into in the City of Modesto, County of Stanislaus, State of California, this___day of_____, 2016, by and between the CITY OF MODESTO, a municipal corporation of the State of California ("CITY") and VALLEYCREST GOLF COURSE MAINTENANCE INC. ("CONTRACTOR"), a California corporation.

WITNESSETH:

For and in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

ARTICLE I: For and in consideration of the covenants and agreements hereinafter made by CITY and CONTRACTOR, CONTRACTOR agrees to maintain CITY'S CREEKSIDE GOLF COURSE, DRYDEN PARK GOLF COURSE, and MUNICIPAL GOLF COURSE, and to perform and complete in a good and workmanlike manner and in conformity with these Contract Documents, all work pertaining to and described in the attached specifications, which are incorporated herein by reference. CONTRACTOR agrees to furnish at its own cost and expense, except as specifically set forth herein to the contrary, all maintenance related labor, supervision, equipment, materials, supplies, and transportation, and deliver the same free and discharged of any and all claims and demands whatsoever for or on account of any and all labor, supervision, equipment, and transportation used, or furnished to be used, in the performance of all tasks required by this Agreement, including but not limited to, the tasks outlined in Exhibits "A", "B", "C", "D", and "E".

ARTICLE II: CONTRACTOR agrees to retain KemperSports Management (KEMPERSPORTS) as the City of Modesto's golf course manager/operator for CITY'S CREEKSIDE GOLF COURSE, AND DRYDEN PARK GOLF COURSE GOLF COURSE facilities on the terms and conditions set forth in Exhibit "A" (The Management Agreement dated October 14, 2013) and attached hereto.

ARTICLE III: All attachments and exhibits to this Agreement are hereby incorporated in and made a part of this Agreement. In the event of a conflict between any specific definition, term, condition, promise provision or obligation contained in this Agreement and any such Exhibit, then the provision contained in this Agreement shall prevail. The following is a list of the Attachments made a part hereof:

A. Exhibit "A" Management Agreement (KemperSports Management, Inc.)

B. Exhibit "B" Technical Maintenance Specifications

C. Exhibit "C" Prevailing Wage Rates

D. Exhibit "D" Contractor's Equipment List

E. Exhibit "E" Expense Limitations

GENERAL CONDITIONS

1. **DEFINITIONS**

Whenever the words defined in this section, or pronouns used in their stead, occur in any of the Contract Documents, they shall have the meaning here given:

A. The term "CREEKSIDE" shall mean CREEKSIDE GOLF COURSE in its entirety.

B. The term "DRYDEN" shall mean DRYDEN PARK GOLF COURSE in its

entirety.

C. The term "MUNI" shall mean MUNICIPAL GOLF COURSE in its entirety.

D. The term "GOLF GENERAL MANAGER" shall mean the person or entity holding that position with KemperSports Management, Inc. for the CITY's golf courses.

E. A title or office shall mean the person holding the title or office with CONTRACTOR or CITY.

F. The term "CONTRACTOR" shall mean VALLEYCREST GOLF COURSE MAINTENANCE INC. and its legal representatives or the agent appointed to act for said CONTRACTOR in the performance of the Contract.

G. The terms "GOLF COURSE SUPERINTENDENT" or "SUPERINTENDENT" shall include, but not be limited to, one full-time Golf Course Superintendents' Association of America ("GCSAA") Class "A" SUPERINTENDENT for CREEKSIDE, DRYDEN, and MUNI ("CLASS A SUPERINTENDENT"), one full-time GCSAA Class "C" Assistant Superintendent ("ASSISTANT SUPERINTENDENT") for CREEKSIDE, DRYDEN, and MUNI, as well as sufficient other supervisory personnel to act for CONTRACTOR at all times when the CLASS A SUPERINTENDENT or ASSISTANT SUPERINTENDENTS are not on site including weekends and holidays.

H. The term "DIRECTOR" shall mean the Director or Acting Director of the City of Modesto Community and Economic Development Department or his/her designee.

I. The term "GOLF DIVISION" shall mean the Economic Development/Administration Division of the City of Modesto Community and Economic Development Department.

J. The term "THE FIRST TEE" shall mean DEL RIO CC FOUNDATION, the local chapter sponsor for the World Golf Foundation, Inc., which manages MUNI.

2. LOCATION

The geographic areas to be maintained shall consist of the parcels of real property commonly known as the CREEKSIDE GOLF COURSE, DRYDEN PARK GOLF COURSE, and MUNICIPAL GOLF COURSE, in the City of Modesto, California.

The golf course areas to be maintained shall include:

(a) The 18-hole CREEKSIDE GOLF COURSE, lakes, practice range, practice green and clubhouse grounds.

(b) The 18-hole DRYDEN GOLF COURSE, practice range, practice green and clubhouse grounds.

(c) The 9-hole MUNI GOLF COURSE, practice range, practice green, and clubhouse grounds.

3. TERM OF CONTRACT

The term of this Agreement shall be for a period of two (2) years. The effective date of this Agreement, for the purpose of establishing the term, shall be January 1, 2016.

4. TERMINATION

Each of the parties reserves the right to terminate this Agreement at will, at any time upon giving six (6) months' written notice to the other.

5. EQUIPMENT

Beginning on the effective date of this Agreement, the CONTRACTOR shall provide, at its sole expense, all necessary equipment to perform all tasks required by this Agreement, including but not limited to, the tasks outlined in Exhibits, "B" and "D". Such equipment shall

include, but not be limited to, that equipment listed in Exhibit "D". At any time during the term of this agreement Exhibit "D" can be amended to reflect changes in equipment technology. Any such changes must be mutually agreed upon, in writing, by CONTRACTOR and the DIRECTOR.

If at any time after the first year of the term of this Agreement and prior to the expiration of the term of this Agreement or any extension thereof, this Agreement is terminated by either party pursuant to the rights of termination as specified in Section 4 herein, CITY shall have the right but not the duty to purchase from CONTRACTOR any of the equipment owned by CONTRACTOR listed in Exhibit "D" herein. CITY'S purchase price for any of said equipment listed in Exhibit "D" shall be at its fair market value on the date notice of termination is provided to CONTRACTOR by CITY.

6. OPTION TO RENEGOTIATE

The parties agree that CITY shall have the sole and exclusive right to offer to renegotiate this Agreement for three (3) additional one (1) year periods. At least three hundred and sixty-five (365) days prior to the expiration of the initial term of this Agreement, CITY shall give written notice to the CONTRACTOR that either offers to begin negotiations leading to a possible one (1) year extension, under new terms and provisions of this Agreement, or advises CONTRACTOR that its services will be terminated at the expiration of this existing contract. In the event CITY provides no such notice to CONTRACTOR, the parties agree that this Agreement shall terminate as provided in Paragraphs 3 or 4 above. In the event the CITY offers to negotiate, then a new Agreement shall be approved by CITY and CONTRACTOR within ninety (90) calendar days from the date of CITY'S written offer, or this Agreement shall expire at the end of its two (2) year period without extension.

7. LEVEL OF MAINTENANCE

CONTRACTOR and CITY agree that golf course maintenance shall be of high quality based upon the requirements of this agreement. All work shall be performed in accordance with Exhibits "B", "C", "D" and "E" standards for golf courses followed by mid-level daily fee golf courses, and by standards set by the Golf Course Superintendents Association of America and the United States Golf Association.

A. This is a performance contract. Accordingly, the frequencies of service listed herein are only guidelines. Should minor changes in mowings, chemical treatments, fertilizations, or any other normal maintenance functions be required, they will be performed promptly by CONTRACTOR at no extra cost to CITY.

B. Standards and frequencies may be modified from time to time as deemed reasonable and necessary by CITY.

C. If, in the judgment of DIRECTOR, the level of maintenance is less than specified herein, CITY may require corrections to be made until services are rendered in accordance with the technical specifications set forth within this document and its attachments. The CONTRACTOR shall abide by the following "Deficiency Notice" conditions. Penalties for non-performance are set forth as follows:

1. Deficiency Notice: CITY may provide CONTRACTOR a written or oral notice of the deficiency and CONTRACTOR shall have forty-eight (48) hours to cure the deficiency or, if such deficiency cannot be reasonably cured within forty-eight (48) hours, CONTRACTOR shall commence a cure within forty-eight (48) hours, and thereafter, shall diligently correct such deficiency. CONTRACTOR shall also provide DIRECTOR a schedule

for correction of the deficiency. If in CITY's sole opinion, CONTRACTOR fails to diligently correct the deficiency, then CITY may proceed to have such deficiency corrected at CONTRACTOR's expense. All costs and expenses incurred by CITY to correct the deficiency shall be deducted from CONTRACTOR'S monthly fee. CITY may correct the deficiency with its own labor and equipment or through a third party.

2. Withholding of Payment: Provided work under the Deficiency Notice has not been completed in a timely manner, payment for deficient work may be withheld until subject deficiency has been corrected.

The penalties set forth above are nonexclusive, and their inclusion herein shall not be deemed to prevent the CITY from seeking any other remedy it may have.

D. CONTRACTOR must employ sufficient, properly-trained personnel to perform all work as scheduled and approved by CITY. This shall include, but not be limited to, one full- time Golf Course Superintendents' Association of America ("GCSAA") Class "A", one full-time GCSAA Class "C" Assistant Superintendent, and two full-time Foremen for CREEKSIDE, DRYDEN, and MUNI, as well as sufficient other supervisory personnel to act for CONTRACTOR at all times when the SUPERINTENDENTS or ASSISTANT SUPERINTENDENTS are not on site, including weekends and holidays.

E. All of CONTRACTOR'S personnel shall be neat and clean at all times, and wear appropriate uniform clothing in accordance with standards established by CITY. CONTRACTOR shall provide at its own expense the appropriate uniform clothing for all of CONTRACTOR'S personnel.

8. REPORTING

CONTRACTOR'S SUPERINTENDENTS shall meet with the GOLF GENERAL MANAGER on a regular monthly basis and at such other times as may be required by the GOLF GENERAL MANAGER and THE FIRST TEE to review the performance of the Agreement and to discuss any problems or matters as determined by the GOLF GENERAL MANAGER or THE FIRST TEE. In addition, CONTRACTOR, or its representative, shall meet weekly with the GOLF GENERAL MANAGER and THE FIRST TEE to review course conditions and maintenance schedules so that interference with tournament play is avoided, and interference with regular play is minimized. The SUPERINTENDENTS will schedule daily visits to the Pro Shops, when the Pro Shops open each morning, to review all schedules for the day and to communicate the golf course conditions.

9. RECORDS

CONTRACTOR shall prepare a weekly maintenance report, on which is indicated work performed. It shall submit the completed report to the GOLF GENERAL MANAGER, THE FIRST TEE, and the Community and Economic Development Business Manager. In addition to this report covering normal maintenance functions, an approved extra work order shall be submitted that contains a description, including labor-hours, equipment, and materials breakdowns and costs, used to accomplish any additional work performed deemed necessary and beyond the scope of the contract. Except in emergencies acknowledged in writing by the Director, payment for any extra work will not be authorized unless the additional work, and costs thereof, are first approved by DIRECTOR.

In addition, CONTRACTOR shall, within thirty (30) days of the effective date of this Agreement, prepare and submit a written annual maintenance schedule to GOLF GENERAL

MANAGER and THE FIRST TEE. This maintenance calendar shall clearly indicate all of the major maintenance tasks required by this Agreement, and the weeks of the year they are scheduled to be performed. This calendar shall be prepared in coordination with CREEKSIDE'S, DRYDEN'S and MUNI'S tournament and event calendar as well as proper golf course maintenance management practices. If necessary to make periodic revisions to this maintenance schedule, a modified calendar must be submitted to GOLF GENERAL MANAGER and THE FIRST TEE for approval at least two (2) weeks prior to the date the changes are to take effect.

10. EMERGENCY SERVICES

CONTRACTOR shall provide GOLF GENERAL MANAGER AND THE FIRST TEE with names, telephone numbers, and pager numbers of the SUPERINTENDENT and two (2) qualified employees for CREEKSIDE and the SUPERINTENDENT and two (2) qualified employees for DRYDEN who have twenty-four (24) hour communication availability by CITY representatives when emergency maintenance conditions occur during hours when CONTRACTOR'S normal work force is not present. CONTRACTOR shall provide SUPERINTENDENT and two (2) qualified employees to THE FIRST TEE at MUNI when emergency maintenance conditions occur during hours when CONTRACTOR'S normal work force is not present. During periods of severe inclement weather conditions, CONTRACTOR will provide sufficient personnel on a twenty-four (24) hour call basis for the purpose of sandbagging, keeping drains clear, and/or any other tasks required to prevent serious damage to CREEKSIDE, DRYDEN and MUNI golf course improvements and facilities.

11. COURSE TEMPORARILY OUT OF PLAY

Whenever play must be temporarily suspended on CREEKSIDE, DRYDEN or MUNI golf course facilities due to inclement weather conditions, the decision on when to allow play to

resume, and when to allow carts to go out on the course, will be made by mutual written agreement between the CONTRACTOR, GOLF GENERAL MANAGER, and THE FIRST TEE. In the event an agreement cannot be reached, DIRECTOR shall make the decision, and that decision shall be final.

12. COURSE OUT OF OPERATION

In the event that CREEKSIDE, DRYDEN or MUNI golf course facilities are unusable for any reason, including acts of nature or vandalism, DIRECTOR may declare, for purpose of maintenance, that an emergency condition exists and that the golf course facility is out of operation. DIRECTOR and CONTRACTOR will then jointly determine what changes in the normal level of maintenance, if any, may be necessary, including additional hours of labor and/or materials. The normal consideration to be paid to CONTRACTOR under the terms of this contract on a pro-rata basis during the period of such emergency shall be diminished or increased only if there is a change in the overall level of service rendered by CONTRACTOR as determined by both parties. A decrease in consideration shall be calculated on the basis of the value of labor and materials which CONTRACTOR does not have to expend as a result of an emergency condition. If the parties are unable to agree on any aspect herein, an arbitrator shall be appointed by them jointly to resolve the issue.

Notwithstanding any other provision of this Agreement, CITY reserves the right to perform any repair or construction work it deems advisable, with its own labor and equipment or through a third party.

13. EQUIPMENT, SUPPLIES AND MATERIALS TO BE PROVIDED BY CONTRACTOR

A. CONTRACTOR at its own cost and expense shall furnish all necessary

equipment, supplies, and materials of good quality and in the amounts necessary to fulfill this Agreement and to accomplish an acceptable and professional level of maintenance. Materials and expenses outlined in Exhibit "E" shall be the CONTRACTOR'S responsibility up to but not to exceed the cost as outlined in Exhibit "E". Supplies, materials, and equipment shall include, but not be limited to: All equipment necessary or appropriate for the performance of services under this Agreement, together with all necessary fuel, oil, and spare parts for all equipment used by CONTRACTOR.

B. All necessary topdressing, seed, fertilizers, fungicides, insecticides, pesticides, and herbicides.

C. All parts necessary for the repair and maintenance of all irrigation systems as specified in Exhibit "B".

D. Replacement tee towels, soap, putting green cups and flags, bunker rakes, tee markers, trash receptacles, and other similar golf course equipment according to CITY'S specifications in use on the effective date of this Agreement.

E. Sand for bunkers on an as-needed basis.

F. CONTRACTOR shall be responsible for monitoring water consumption to insure adequate, but not excessive, water use. For the entire term of this Agreement and any extension thereof, CONTRACTOR'S responsibility for payment of utilities and water charges for potable and landscape water use at CREEKSIDE, DRYDEN and MUNI shall be pursuant to CITY fee resolution(s) existing on the effective date of this Agreement applicable to the GOLF DIVISION'S responsibility for payment of water charges for potable and landscape water at CREEKSIDE, DRYDEN and MUNI up to but not to exceed $148,264 per year plus a 4% annual

adjustment.

14. INDEMNITY BY CONTRACTOR

The CONTRACTOR shall hold the CITY, its agents, officers, employees, and volunteers harmless from and save, defend, and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of CONTRACTOR, whether or not the act or omission arises from the sole negligence or other liability of CONTRACTOR, or its agents, officers, employees, volunteers relating to or during the performance of its obligations under this Agreement.

15. USE OF CREEKSIDE AND DRYDEN MAINTENANCE FACILITIES

A. CITY shall allow CONTRACTOR the non-exclusive use of the service yards, buildings, and maintenance areas located at CREEKSIDE AND DRYDEN to work out of and store equipment and supplies for the maintenance of the golf course. Building structures shall be maintained in accordance with applicable codes, and building systems (i.e., electrical) shall be maintained in operable condition by the CITY. Should CONTRACTOR desire to modify or enlarge such areas, CONTRACTOR shall obtain CITY'S prior written approval, and shall bear all cost and expense required to obtain such approval and modify or enlarge such areas.

CONTRACTOR shall have exclusive use of the office at the CREEKSIDE MAINTENANCE FACILITY.

CONTRACTOR may, at CONTRACTOR'S sole cost and expense, make temporary alterations to the CREEKSIDE MAINTENANCE FACILITY (with the exception of CITY'S office), with the prior written consent of CITY. CITY may elect within thirty (30) days before

the expiration of the term of this Agreement, and any extension thereof, or any termination of this Agreement, to require CONTRACTOR to remove any temporary alterations that CONTRACTOR has made to the CREEKSIDE MAINTENANCE FACILITY.

In the event that a temporary alteration is made by CONTRACTOR in accordance with the provisions herein, CONTRACTOR shall provide such faithful performance bonds, payment bonds, labor and material bonds as CITY may reasonably demand. Terms and provisions of the construction contract to accomplish any such alteration to CREEKSIDE MAINTENANCE FACILITY shall be subject to the prior written approval of CITY.

CONTRACTOR is responsible for removal of all CONTRACTOR-generated trash and timely removal of old inoperable or surplus equipment.

16. LIABILITY FOR DAMAGES

CONTRACTOR shall be fully responsible and shall pay for or cause to be repaired any and all damage done to CREEKSIDE'S, DRYDEN'S or MUNI'S real and/or personal property or equipment, damage to the personal property of private individuals or other property of the public, and for any injury to any individual, including, but not limited to, any guest, employee, agent, licensee, or invitee of CREEKSIDE, DRYDEN or MUNI on the premises that results from the intentional or negligent act or omission of CONTRACTOR or CONTRACTOR'S agents, employees, invitee, or licensee. This shall include, but not be limited to, the replacement, at CONTRACTOR'S expense, of shrubs, flowers, trees, vines, turf, groundcover, or other landscape items that are lost due to improper pest and disease control practices (if control practices are available within the requirements of this agreement); and/or due to improper watering, fertilizing, or lack of proper maintenance and care.

17. BONDS

At the commencement of each year of the term of this Agreement and any extension thereof, CONTRACTOR shall promptly furnish at its own cost and expense, an annual Performance and Payment Bond, with a responsible corporate surety authorized to issue such bonds in California and subject to approval of CITY.

A. The said Performance and Payment Bond shall be in the sum of not less than one hundred percent (100%) of the maximum amount of the maintenance and annual expenditure costs of $1,449,705, including any escalations thereof and conditional upon the performance by CONTRACTOR of all covenants, terms, conditions, and stipulations in the Agreement on its part to be done and performed at the time and in the manner specified therein, and that all materials used and workmanship employed in the performance of the Agreement shall be free from defects; and that should any defects therein appear within a period of one (1) year from the date of acceptance by CITY, CONTRACTOR shall, at its own cost and expense, repair, replace, and correct such defects to the satisfaction of CITY within thirty (30) days after notice thereof by CITY.

18. INSURANCE

The CONTRACTOR shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the CITY as may be required by the Risk Manager of the CITY. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the CITY by certified mail, return receipt requested, for all of the following stated insurance policies.

A. Workers' Compensation - in compliance with the statutes of the State of

California, plus employer's liability with a minimum of liability of $1,000,000.

B. General Liability insurance with a minimum limit of liability per occurrence of $3,000,000 for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. This insurance shall indicate on the certificate of insurance the following coverages and indicate the policy aggregate limit applying to: premises and operations; broad form contractual; independent consultants and subcontractors; products and completed operations as applicable. In addition, if the CONTRACTOR or Subcontractor (KemperSports Management, Inc.) will be supplying alcoholic beverages, the general liability insurance provided by that entity shall include host liquor liability coverage. If the CONTRACTOR intends to sell alcohol either the CONTRACTOR or subcontractor (KemperSports Management, Inc.) providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

C. Automobile Liability insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and property damage. This insurance shall cover any automobile for bodily injury and property damage.

If at any time any of said policies shall be unsatisfactory to the CITY, as to form or substance or if a company issuing such policy shall be unsatisfactory to the CITY, the CONTRACTOR shall promptly obtain a new policy, submit the same to the Risk Manager for approval and submit a certificate thereof as hereinabove provided. Upon failure of the CONTRACTOR to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of the CITY, may be forthwith declared suspended, or

terminated. Failure of the CONTRACTOR to obtain and/or maintain any required insurance shall not relieve the CONTRACTOR from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the CONTRACTOR concerning indemnification. The CITY, its agents, officers, employees, and volunteers shall be named as an additional insured on all insurance policies required herein, except Workers' Compensation. The Workers' Compensation insurer shall agree to waive all rights of subrogation against the CITY, its agents, officers, employees, and volunteers for losses arising from work performed by CONTRACTOR for the CITY. The CONTRACTOR'S insurance policy(ies) shall include a provision that the coverage is primary as respects the CITY; shall include no special limitations to coverage provided to additional insured; and shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager. The CONTRACTOR must deliver certificates evidencing existence of the insurance listed above to the City prior to the time the contract is signed.

CONTRACTOR shall provide CITY with separate endorsements evidencing proof of the CITY's additional insured status as both the general liability and automobile liability insurance policies. In addition, CONTRACTOR shall provide CITY with a Workers Compensation subrogation waiver by way of a separate endorsement. All endorsements referenced above must include the applicable policy number.

For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

19. CONSIDERATION

A. Total consideration for the two (2) year initial term of this Agreement shall be as set forth below on a not to exceed basis, per annum:

Total annual amount for each of the first two (2) contract years' not to exceed $2,401,705 as follows:

YEAR 1:

$1,449,705	Paid to ValleyCrest for Maintenance and Annual Expenditures
$ 952,000	Reimbursement for Operating Expenses paid, as identified in Exhibit A of the Agreement

YEAR 2:

$1,449,705	Paid to ValleyCrest for Maintenance and Annual Expenditures
$ 952,000	Reimbursement for Operating Expenses paid, as identified in Exhibit A of the Agreement

B. Each yearly consideration established pursuant to this paragraph shall be divided into twelve (12) monthly payments, and each payment shall be made on the last day of the calendar month of service, commencing January 1, 2016.

20. UNSATISFACTORY EMPLOYEES

If at any time CITY determines that any person employed by CONTRACTOR to provide maintenance services under this Agreement requires corrective action, CITY shall notify CONTRACTOR who shall take immediate corrective action within the limits of the law. CONTRACTOR shall be solely responsible for the hiring, supervision, training, disciplining and termination of its employees. In the event of litigation against CITY by an employee of CONTRACTOR, CONTRACTOR shall indemnify CITY pursuant to the provisions of Section 14 herein.

21. ASSIGNMENT OF CONTRACT

This Agreement, or any part thereof, shall not be assigned, hypothecated, sold, alienated

or transferred by CONTRACTOR or by operation of law or otherwise.

22. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR shall comply with all applicable federal, state and local laws, ordinances and regulations.

CONTRACTOR shall obtain and maintain a City of Modesto municipal business license. CONTRACTOR shall maintain necessary licenses required by CITY, County of

Stanislaus, State of California or federal governments.

CONTRACTOR shall provide all safeguards and protective devices and take any other action necessary or appropriate to protect the health and safety of employees on the job and safety of the public at large, in connection with the performance of the work required by this Agreement.

23. ADVERTISING

No advertising of any kind or description, bill or poster, shall appear on any building, structure, fence, canopy, post or sign, except authorized legal notices required to be placed thereon, and except as may be specifically authorized in these General Conditions, or as placed and approved by CITY.

24. GOLF COURSE CAPITAL IMPROVEMENTS

The construction of golf course capital improvements during the term of this Agreement, including but not limited to, new cart paths, new greens or tees, and new irrigation system installations may be done by CONTRACTOR on a negotiated price basis, provided, however, that CITY shall have the option to perform the work itself, or take bids for the doing of such work and may award the bid to the lowest responsible bidder, in the event that the proposed improvement is estimated to cost in excess of $50,000.00.

If CITY chooses CONTRACTOR for the construction of a golf course capital improvement at CREEKSIDE, DRYDEN or MUNI, pursuant to a negotiated price basis with CITY or being awarded a bid, and CONTRACTOR constructs the golf course capital improvement, CONTRACTOR shall provide a warranty for the golf course capital improvement for the term of this Agreement and any extension thereof, or until such time as the golf course capital improvement is deemed "functionally obsolete," whichever is less.

Any and all design/engineering specifications prepared by CONTRACTOR for construction of any golf course capital improvement at CREEKSIDE, DRYDEN or MUNI shall be the property of and shall be owned by CITY.

25. REPAIR AND REPLACEMENT

The responsibility of CONTRACTOR to repair and/or replace CITY'S property, whether real or personal, at CREEKSIDE, DRYDEN and MUNI, which is lost, damaged or destroyed as a result of acts, conditions and/or circumstances set forth in this Agreement, Exhibits "A", "B", "C", and "D" shall be with no limit as to CONTRACTOR'S repair and/or replacement costs except as to the combined total of items and services listed in Exhibit "E".

26. HAZARDOUS SUBSTANCES

CONTRACTOR represents and warrants that the services it will provide, the methods of application it will use, and the products it will use will not violate and will comply with any federal, state, or local environmental laws, statutes, ordinances, codes, rules, regulations, orders, decrees or similar authoritative pronouncements. For purposes of this Agreement "Hazardous Substances" shall have the meaning ascribed in and shall include those substances listed in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq., and the regulations promulgated thereunder and includes oil and oil waste as those

terms are defined in the Clean Water Act, 33 U.S.C. Section 1251, et seq., and the regulations promulgated thereunder, the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., as amended from time to time, and shall include any other elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (the "EPA") and the list of toxic pollutants designed by Congress or the EPA or defined by any other federal, state, local or quasi-governmental statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, now existing or at any time hereafter in effect.

A. CONTRACTOR hereby indemnifies and holds CITY harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorney's fees and costs at all pre-administrative and administrative procedures, pre-trial, trial, and appellate levels, claims as a result of violations of subparagraph A, hereinabove, or any hazardous substance laws, claims for damage to the environment, claims of owed penalties, costs of any settlement or judgment and claims and liabilities of any and every kind whatsoever paid or incurred and claims of any and every kind whatsoever paid, incurred, or suffered by or asserted against CITY by any person or entity or governmental agency or quasi-governmental agency.

B. The indemnification as provided in Paragraph 14 shall include, but not be limited to, direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from or on, the golf course or report of any Hazardous Substance including, without limitation, any losses, liabilities, including reasonable attorney's fees and costs at all pre-administrative and administrative procedures, pre-trial, trial and appellate levels, costs of

any settlement, consent order, judgment or claim asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time, and/or any quasi-governmental or federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability or standards of conduct concerning any Hazardous Substances, caused by or within the control of CONTRACTOR, or any of CONTRACTOR'S employees, agents, invitee, licensees.

If CONTRACTOR causes, knows of, or receives any written or verbal notice of the happening of any event involving the use, spill, release, leak, seepage, discharge or cleanup of any governmental authority which lists any noncompliance, order, citation or notice with regard to air emissions, water discharges, or any other environmental, health or safety matter affecting CITY (an "Environmental Complaint") from any person or entity (including, without limitation, the EPA), CONTRACTOR shall immediately notify CITY orally and in writing of such notice, and provide any and all supporting information, document, complaint, or order regarding the same.

CITY shall have the right, but not the obligation and without limitation of CITY'S rights under this Agreement, to enter onto the golf course and such other property as CITY deems advisable and/or necessary to take such actions as it deems necessary and/or advisable to clean up, remove, or minimize the impact of, or otherwise deal with, any of such Hazardous Substance or Environmental Complaint following receipt of any notice from any person or entity (including, without limitation, the EPA) asserting the existence of any Hazardous Substances or an Environmental Complaint. All reasonable costs and expenses incurred by CITY in the exercise of any such rights shall be payable by CONTRACTOR to CITY upon demands if caused by or within the control of CONTRACTOR or any of CONTRACTOR'S agents, employees, invitees,

or licensees.

27. SERVICE WARRANTY

CONTRACTOR warrants all turf grasses and plant material on CREEKSIDE, DRYDEN and MUNI for the entire term of this two (2) year maintenance agreement and any extension thereof. This warranty will include all recently installed turf grass and plant material installed by CONTRACTOR during the term of this agreement.

CONTRACTOR will monitor the condition of the turf grass and plant material on routine site inspections. Any dead turf grass and/or plant material will be noted and replaced within a reasonable period of time not to exceed seven (7) days. Turf grass and/or plant material which has declined or failed as a result of damages incurred by severe weather (lightning, freeze/frost, wind, earthquake, or tornado) or infestations of borers and nematodes, etc. (which have limited means of control), will not be covered by this warranty. In the event of damages by severe weather or limited-control infestations, CONTRACTOR will alert the Director and will assist in all potential remedies to the problem.

In the event that CONTRACTOR is prevented from providing the irrigation applications for reasons beyond its control, it is expected that CITY shall employ the appropriate personnel to operate and maintain the irrigation system to properly provide the necessary amount of water for optimum plant growth. Failure to provide the proper amount of water to the turf grass and/or plant material on the property will summarily terminate the extended warranty condition. Additionally, sanctioned water restrictions that do not permit adequate watering of the landscape will nullify the extended warranty until such restrictions have been terminated and the plantings re-evaluated.

The exceptions to this extended warranty are intended to solely exclude those circumstances which prohibit CONTRACTOR from maintaining good plant health due to no

fault of its own.

CONTRACTOR also warrants that for the entire term of this two (2) year maintenance agreement and any extension thereof it will repair or replace defective or inoperable sprinkler heads, valves, controllers, lateral lines and main irrigation lines, together with any other adjacent work which may be displaced in so doing, without any expense whatsoever to CITY.

Nothing in this section shall be construed to limit, relieve or release the CONTRACTOR'S, subcontractor's and equipment supplier's liability to the CITY for damages sustained as the result of latent defects in the equipment furnished caused by the negligence of the supplier's agents, employees or subcontractors. Stated in another manner, the warranty contained in this section shall not amount to nor shall it be deemed to be a waiver by the CITY of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have against the supplier of the equipment to be furnished under the Contract Conditions for defective workmanship or defective materials or against the CONTRACTOR under the laws of this State pertaining to acts of negligence.

28. NOTICES

All notices pursuant to this Agreement shall be in writing and served on the other party (a) by personal delivery, or (b) by certified mail, return-receipt requested, to the respective addresses set forth below:

CITY	CITY OF MODESTO City Manager P.O. Box 642 Modesto, CA 95353
CONTRACTOR	VALLEYCREST GOLF COURSE MAINTENANCE INC. 24151 Ventura Boulevard Calabasas, CA 91302

29. ANNUAL PROJECTS

CONTRACTOR agrees to submit to CITY annually a list of course improvement/rehabilitation projects that will be accomplished during the course of the coming year. These annual project lists will be developed with input from the CITY and KEMPERSPORTS MANAGEMENT. Such lists of improvements will be submitted to the Director on or before December 1st of each year for approval by the Director. The projected aggregate cost of the projects is up to but not to exceed $17,500.00 per year. All costs associated with these projects will be borne by CONTRACTOR and are included in the annual consideration as described in Paragraph 19.

30. BENCHES AND TEE MARKERS

CONTRACTOR and KEMPERSPORTS MANAGMENT will, pursuant to their separate agreement, install and maintain, at no cost to CITY, benches and tee signs at all required holes at all three courses. Once installed, all signs and benches become the property of the CITY. Design of said signs and benches shall be at the approval of Director. Advertisement will be at the approval of the Director.

31. GENERAL TERMS

Relationship of Parties. Nothing contained in this AGREEMENT shall be interpreted or understood by any of the parties, or by any third person, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between CITY and CONTRACTOR or its agents, employees or contractors. Except as CITY may specify in writing, CONTRACTOR shall have no authority to act as an agent of CITY or to bind CITY to any obligation.

Amendments. This AGREEMENT, including any exhibits hereto, shall not be amended

except in writing, signed by the Parties. Any amendment or addendum to this AGREEMENT shall expressly refer to this AGREEMENT.

Non-Liability of City Officials, Employees and Agents. No member, official, employee or agent of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY or for any amount which may become due to CONTRACTOR or its successor or on any obligation under the terms of this AGREEMENT.

Applicable Law. This AGREEMENT shall be interpreted under and be governed by the laws of the State of California.

Venue. Should either party institute suit or arbitration for enforcement or interpretation of any provision contained herein, the venue of such action shall be in Stanislaus County, California.

Severability. Every provision of this AGREEMENT is intended to be severable. If any provision of this AGREEMENT shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

Title of Parts and Sections. Any titles of the sections or subsections of this AGREEMENT are inserted for convenience of reference only and shall be disregarded in interpreting any part of the AGREEMENT'S provisions.

Language Construction. The language of each and all paragraphs, terms and/or provisions of this AGREEMENT, shall, in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any party hereto and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this AGREEMENT.

Discretion of City. CITY'S execution of this AGREEMENT in no way limits the discretion of CITY in the permit and approval process in connection with any improvements by CONTRACTOR.

Entire Agreement. This AGREEMENT and any exhibits attached hereto constitute the sole and entire AGREEMENT of the parties hereto with respect to the matters herein and correctly sets forth the rights, duties, and obligations of each to the other as of the date first written above. There are no other agreements or understandings, written or oral, between the parties regarding this AGREEMENT other than those set forth herein.

Authority of the Parties. Each individual executing this AGREEMENT on behalf of the respective Parties represents and warrants that he/she is duly authorized to execute this AGREEMENT on behalf of the respective Parties.

Amendment. This Agreement may be amended at any time during its existence by mutual agreement of the parties done in writing, and executed by their representatives with appropriate authority.

Prevailing Wage. CONTRACTOR will pay prevailing wage for all labor provided under this AGREEMENT in accordance with the California Labor Code, as regulated by the California Department of Industrial Relations, in accordance with Exhibit "C" attached, as that exhibit may be amended from time to time by appropriate authority. In the event that compliance with this provision increases labor costs in excess of those costs estimated by CONTRACTOR with respect to the AGREEMENT, the parties agree to meet and confer on the issue of amendment of this AGREEMENT to reflect compensation for such additional labor costs, if any.

IN WITNESS WHEREOF, the CITY, a Municipal Corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk (under authority of Resolution No._____, adopted by the Council of the City of Modesto) on the_____day of_____, 2016, and VALLEYCREST GOLF COURSE MAINTENANCE INC., has caused this Agreement to be duly executed.

CITY OF MODESTO, a municipal corporation

By_____
JAMES N. HOLGERSSON, City Manager

ATTEST:

By_____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO LEGAL FORM:

By_____
ADAM U. LINDGREN, City Attorney

APPROVED AS TO RISK MANAGEMENT FORM:

By_____
BEVERLY JENSEN, Risk Manager

VALLEYCREST GOLF COURSE MAINTENANCE INC., a California corporation

By_____
Title:_____

By_____
Title:_____

Signature Requirements

Corporation:
1. Signature of two (2) officers
or
2. Signature of one (1) officer plus the corporate seal

Partnership: Signature of one partner

Sole Proprietorship: Signature of proprietor

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-487

A RESOLUTION APPROVING A TWO-YEAR AGREEMENT WITH THE DEL RIO CC FOUNDATION TO PROVIDE GOLF COURSE PROFESSIONAL SERVICES FOR THE CITY'S MUNICIPAL GOLF COURSE AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, the City of Modesto owns, operates, and manages the Municipal Golf Course ("Muni"), and

WHEREAS, Del Rio CC Foundation is the local sponsor for the World Golf Foundation, Inc., known as the "The First Tee", and

WHEREAS, The First Tee Program is a national program formed to promote the involvement of young people in golf and teach life skills as part of its curriculum, and

WHEREAS, on June 10, 2003, the City Council, by Resolution No. 2003-284 approved an agreement with the Del Rio CC Foundation ("Del Rio") as the non-profit organization to administer the The First Tee program at Muni, and

WHEREAS, on July 12, 2011, the City Council, by Resolution No. 2011-274 approved an agreement with Del Rio to manage the golf course clubhouse at Muni and to provided concession services, and

WHEREAS, the agreement was amended to add oversight and management of the foot golf program at Muni, including the collection of fees, and

WHEREAS, on November 14, 2014, the agreement was extended to June 30, 2015, and

WHEREAS, in May 2015, the Finance Committee directed staff to return to the Committee with financial and land use options, including the closure of one golf course, and

WHEREAS, on June 17, 2015, the agreement was extended to October 31, 2015, and

WHEREAS, on September 28, 2015, the Finance Committee recommended staff return at a future date with financial information related to the sale and potential development option of each golf course, and

WHEREAS, the Finance Committee recommended award of the RFP to ValleyCrest for a two-year period for the maintenance of all three golf courses, including Muni, and the management of the Dryden and Creekside golf courses, and

WHEREAS, on October 27, 2015, the agreement was extended to December 31, 2015, and

WHEREAS, the City desires to retain Del Rio to continue to provide golf course professional services, including the management of the Muni course and practice facility, management and oversight of the FootGolf program, and management of food and beverage services,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Council hereby approves an agreement with the Del Rio CC Foundation for professional services for management of the City's Municipal Golf Course herein **attached** as **Exhibit** "A",

BE IT FURTHER RESOLVED that the execution of said agreement by the City Manager be authorized.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 15th day of December, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Exhibit "A"

AGREEMENT

THIS AGREEMENT is made and entered into in the City of Modesto, State of California, this _____ day of _____, 2015, by and between the CITY OF MODESTO, a Municipal corporation of the State of California ("CITY"), and DEL RIO CC FOUNDATION, a California non-profit corporation, herein after referred to as "DEL RIO".

RECITALS:

WHEREAS, CITY owns, operates and manages the Municipal Golf Course ("Municipal Course"); and,

WHEREAS, DEL RIO is the local chapter sponsor for the World Golf Foundation, Inc., known as "The First Tee"; and,

WHEREAS, on June 10, 2003, CITY and DEL RIO entered into an Agreement under authority of Resolution No. 2003-284 licensing DEL RIO the use of Municipal Course so that DEL RIO may institute a program prepared by "The First Tee" for the benefits of local youth; and,

WHEREAS, on July 12, 2011 CITY and DEL RIO entered into a new Agreement under the authority of Resolution 2011-274 for DEL RIO to assume daily operations of the Municipal Course and practice facility, excluding those duties and responsibilities that are controlled by a license agreement with ValleyCrest, Inc. dated April 28, 2009 and for DEL RIO to provide golf professional services as well as provide food and beverage services at the Municipal Course; and,

WHEREAS, the previous agreement is set to expire on December 31, 2015, and the CITY and DEL RIO desire that DEL RIO continue to assume the daily operations of the

Municipal Golf Course and manage and oversee the FootGolf program at Municipal Course; and,

NOW THERFORE, in consideration of the mutual covenants herein contained, the parties herein agree as follows:

1. **SERVICES**:

CITY hereby retains DEL RIO as the golf course professional of Municipal Course, and Municipal Course practice facility. The duties of DEL RIO, which it hereby agrees to perform, consist of the following:

A. GOLF COURSE PROFESSIONAL SERVICES

(1) Provide services and personnel for the operation, supervision and maintenance of the Golf Pro Shop at Municipal Course from sunrise to sunset, seven days a week except for Christmas Day. Such services include, but are not limited to.

(a) Provide for the sale of golf and FootGolf equipment and other merchandise at the Municipal Course Pro Shop.

(b) Have available for rent a minimum of four (4) golf cars and five (5) pull carts at Municipal Course, all to be in good, safe, working condition.

(c) Regulate and control play on the Municipal Course, and Municipal practice range, in accordance with policies set by the City of Modesto.

(d) Collect and deposit daily into the CITY's on-site safe for armored car transport to the CITY Treasury of all the green fees and FootGolf fees at the Municipal Course.

(e) DEL RIO will bring to the CITY's attention any items in Exhibit "A" that need to be addressed and the CITY will make reasonable effort to correct noted deficient items in a timely manner. In the event of unanticipated or emergency repairs,

DEL RIO will make every effort to contact the CITY to discuss corrective action.

(f) Amend the rules of operation, when necessary. Any and all amendments to rules of operation shall require joint written concurrence between DEL RIO and CITY.

(g) Provide golf tournament schedules and evaluations to the CITY as requested; post golf tournament schedules in the Municipal Course clubhouse; post notification of all shotgun starts in the Municipal Course clubhouse; post special course conditions that might affect play as advised by the CITY'S golf maintenance contractor at the Municipal Course clubhouse.

(h) Schedule league play for Modesto high school golf teams.

(i) Meet with Golf Clubs and other groups by December 31st of each year, during the term of the Agreement to establish tournament schedules and other golf program related items for the coming year. Events for Golf Clubs and other groups that have not met with DEL RIO by December 31st will be scheduled on a first come, first serve basis.

(j) Meet with the City of Modesto Golf Courses Advisory Committee at least bi-monthly and as deemed necessary by the CITY.

(k) Provide the City with monthly reporting on course revenues and rounds as compared to budget. DEL RIO and CITY will work together during the CITY's budget cycle to develop projected Municipal course revenues and rounds.

(l) Provide direction to CITY'S current golf course maintenance provider with respect to day-to-day course maintenance items that come to DEL RIO's attention, and/or in DEL RIO's judgment, require prompt correction. DEL RIO agrees,

in accordance with the foregoing, to monitor and generally be aware of course conditions which can and should be promptly corrected by CITY's golf course maintenance provider, and to advise that provider of such conditions and request that they be corrected. DEL RIO agrees to bring issues arising out of this arrangement to the attention of CITY for final resolution.

(m) Manage and operate the Municipal Course FootGolf Program. To include but not limited to:

(1) Collection of FootGolf playing fees.

(2) Schedule and manage FootGolf tournaments.

(3) Monitor the play of FootGolf participants.

(4) Rent golf cars to FootGolf Players, when applicable.

(5) Instruct new FootGolf participants on FootGolf etiquette and rules of the game.

B. CONCESSIONAIRE SERVICES

(1) Provide services, supplies and personnel for the operation and supervision of the Concession Facilities during the hours negotiated and approved by the CITY. DEL RIO shall, except as otherwise provided herein, have the exclusive right, license, duty and privilege to utilize the Concession Facilities for DEL RIO operations authorized hereunder.

(2) Provide for sale of food, soft drinks, and other items that are normally found in a golf course concession at the Concession Facilities.

(3) Provide and maintain all equipment necessary for the operation of the Concession Facilities, including but not limited to furniture, appliances, supplies and

other items necessary or convenient to the DEL RIO operations. DEL RIO is also hereby given permission to place tables, chairs and umbrellas outside the Municipal Course clubhouses on the patio areas.

(4) All food and beverage products sold by DEL RIO shall conform to current or better standards of quality, quality control, appearance and applicable health and safety standards.

(5) All charges for food and articles for sale, together with the charges therefore, shall be posted at the Concession Facilities in a conspicuous place.

(6) All concession prices for food, drinks, and other articles served and offered for sale by DEL RIO shall be set by DEL RIO. Such prices will be the same or similar to other operations in this community and/or consistent with the cost of providing services to the public.

(7) DEL RIO to have and maintain all required licenses and certifications for the Concession Facilities.

C. GENERAL SERVICES

(1) DEL RIO will make recommendations to the CITY with respect to any proposed additions or repairs to structures, new building construction, or golf course expansion. No construction on or improvements to any golf course or driving range or any structure or the Concession Facilities thereon shall occur without the prior written approval of the CITY. Any such improvements shall be at DEL RIO's sole cost and expense and improvements shall be the property of DEL RIO during the term of this Agreement. In the event that any alteration is made by DEL RIO in accordance with provisions herein, DEL RIO shall provide such faithful performance bonds, payment

bonds and labor and material bonds as CITY may reasonably demand. Title to such improvements shall vest in City upon expiration or earlier termination of this Agreement.

(2) DEL RIO is responsible for the printing of scorecards and the arrangement of advertising on the scorecards at Municipal Course. The content of advertising on the scorecards shall be subject to prior CITY approval. All revenue from scorecard advertising sales shall be equally divided with fifty percent going to CITY and fifty percent going to DEL RIO.

(3) Provide CITY with emergency phone numbers of key staff. DEL RIO shall ensure that CITY representatives have the ability to communicate with said persons twenty-four (24) hours per day when emergency maintenance conditions occur during hours when DEL RIO's normal work force is not present. CITY to provide DEL RIO with emergency phone numbers of key staff.

(4) Maintain at all times an adequate and proper staff to perform the duties and responsibilities under this Agreement. The CITY cannot take corrective action against the employees of DEL RIO. DEL RIO is responsible to take corrective action for its respective employees.

(5) If at any time CITY determines that any person employed by DEL RIO to provide golf professional services and/or food and beverage concessions services under this Agreement requires corrective action; CITY shall notify DEL RIO who may, in DEL RIO'S discretion, take appropriate corrective action. DEL RIO shall be solely responsible for the hiring, supervision, training, disciplining and termination of its employees. In the event CITY deems DEL RIO'S supervision, training or employee discipline to be deficient, CITY shall notify DEL RIO of its concerns in writing, after

which CITY may treat DEL RIO'S failure as a breach of Agreement.

(6) DEL RIO's personnel shall, at all times while on duty at Municipal Course and practice facility, be clean and neatly groomed, courteous, efficient, and suitably attired.

(7) CITY, at its own cost and expense, will provide a complete and proper arrangement for the adequate handling and disposal away from Municipal Course, of all trash, dry and wet garbage, and other refuse resulting from, or in any way associated with, use of Concession Facilities.

(8) CITY shall also pay one hundred percent (100%) of the cost of the utilities for the golf pro shop and the cart building at Municipal course. (Utilities, as defined above, shall include telephone, water, sewer, gas, electricity, storm drain charges and an automated tee time reservation system for Municipal Course.)

(a) The golf tee time reservations will be handled by DEL RIO. DEL RIO will have access via computer to the current EZ Links Reservation System.

(9) Temporary Alterations

(a) DEL RIO may, at DEL RIO's sole expense, make structural or non-structural, temporary alterations to The Concession Facilities with the prior written consent of CITY.

(b) City shall consent to any temporary alteration(s) and determine whether such alteration is a public work under CITY charter or CITY Municipal Code. If such alteration is a public work, CITY may require, as a condition of its consent, that DEL RIO adhere to all applicable bidding procedures relative to the construction and installation of such alteration, and ensure that prevailing wage requirements are met.

(c) CITY may elect within thirty (30) days before the expiration of

the Term or any extension thereof, to require DEL RIO to remove any temporary alteration that DEL RIO made to the Concession Facilities. If CITY so elects, DEL RIO shall, at DEL RIO's sole expense, restore the Concession Facilities to the condition it was in at the commencement of the Term less normal wear and tear, within fifteen (15) days after notice of election is given.

(d) In the event that a temporary alteration is made by DEL RIO in accordance with the provisions herein, DEL RIO shall provide such faithful performance bonds, payment bonds and labor and material bonds as CITY may reasonably demand. The terms and provisions of the construction contract to accomplish any such alteration to the Concession Facilities shall be subject to the prior approval of City.(10) On July 1st of each year, the CITY agrees to perform an annual inspection of the Municipal Golf Pro Shop and Concession Facilities and recognize maintenance items in need of attention. CITY will identify a timeline to DEL RIO on when and how these maintenance items will be corrected.

(10) CITY and DEL RIO both agree that current Concession Facilities at Municipal Course are deficient and both City and DEL RIO agree to work towards a reasonable solution. CITY agrees to conduct an assessment of Concession Facilities to determine and identify repairs needed and cost estimates to correct deficiencies. Such assessment and estimates shall be completed by June 1, 2016. CITY and DEL RIO will review and establish a timeline for repairs, contingent upon available funding. Until such time as the deficiencies are corrected, DEL RIO specifically accepts Concession Facilities and all equipment provided by CITY hereunder in their present "as is" condition.

(11) CITY representatives may, at any time without notice, enter upon the

premises of the Municipal Course, to determine if repairs, housekeeping and maintenance satisfactory to CITY are being performed.

(12) CITY will reimburse DEL RIO for fifty (50%) of the direct labor cost of operating the Municipal Course clubhouse and FootGolf Program up to a total maximum of $25,000 per year. DEL RIO will provide a monthly invoice detailing Municipal Course personnel, hours worked, hourly cost and benefit cost to the CITY.

(13) Cash Handling Procedures. The proper handling of receipts from Muni Course greens fees and FootGolf fees are outlined in Exhibit B. These procedures shall be followed by all employees who are responsible for handling greens fees and FootGolf fees at the Municipal Course.

(14) CITY agrees to request CITY traffic engineering staff assistance to develop golf course signage on CITY streets in proximity to Municipal Course, subject to CITY approval of sign content.

(15) DEL RIO will receive 100% of any driving range fees and assume all costs of maintaining said driving range, including but not limited to all range equipment and range fencing.

(16) CITY agrees to assist DEL RIO in the marketing of FootGolf at Municipal Course.

2. **TERM:**

This contract shall commence on January 1, 2016, and terminate on December 31, 2017

3. **OPTION TO EXTEND**

The parties agree that CITY shall have the sole and exclusive right to offer to extend this Agreement for an additional three (3) one-year terms. At least three hundred and sixty-five

(365) days prior to the expiration of the initial term of this Agreement, CITY shall give written notice to DEL RIO that either (1) offers to begin negotiations leading to a possible one (1) year extension, under new terms and provisions of this Agreement, or (2) advises DEL RIO that its services will be terminated at the expiration of this existing contract. In the event CITY provides no such notice to DEL RIO, the parties agree that this Agreement shall terminate as provided in Section 2 above. In the event the CITY offers to negotiate, then a new Agreement shall be negotiated and approved by CITY and DEL RIO, or this Agreement shall expire at the end of its two (2) year period without extension. City shall give written notice to DEL Rio six (6) months prior to the expiration of each extension thereafter, that either (1) offers to begin negotiations leading to a possible one (1) year extension under the new terms and provisions of this Agreement, or (2) advises DEL RIO that its services will be terminated at the expiration of the extension period.

4. **TERMINATION:**

A. This Agreement may be terminated by either party giving at least six (6) months' prior written notice to the other of election to terminate this Agreement.

B. Termination by City Prior to Expiration. City Manager shall have the right to terminate this Agreement, in whole or in part, on the occurrence of any of the following events:

C. Failure on the part of DEL RIO to pay charges when due unless such failure is corrected within thirty (30) days after the City gives notice of the default under this section; provided, however, that if the failure to pay is due to City's error or negligence then City shall, at DEL RIO's request, provide DEL RIO with a reasonable period, not to exceed one year, in which to correct the failure to pay.

D. Filing by or the final adjudication of DEL RIO of any petition in bankruptcy or

the making of any transfer of general assignment for the benefit of creditors which has not been previously authorized by CITY.

E. The abandonment of the premises, or discontinuance of DEL RIO's business operations. Should this occur, CITY shall not be responsible for the custodial protection of merchandise, fixtures or equipment abandoned, even though it is necessary for CITY to remove same from the leased premises for storage or disposal.

F. Failure to obtain or maintain, for any reason whatsoever, any license or permit required to provide services pursuant to this Agreement, including, without limitation, a City business license.

G. Any other breach of or default under this Agreement that CITY deems material and that DEL RIO fails to correct within thirty (30) days after CITY gives notice of said breach or default.

5. **FEES TO CITY:**

Green Fee Revenues: 100% of all green fees at Municipal Course belong to the CITY. All revenues to be deposited daily into City's on-site safe until picked up by armored car service for deposit in CITY Treasury.

FootGolf Revenues: In Year 1 of this agreement (November 1, 2015 – October 30, 2016), the CITY will receive 100% of FootGolf green fees up to $2,500. Any FootGolf green fees above $2,500 shall be split 75% to the CITY, 25% to DEL RIO. In Year 2 of the agreement (November 1, 2016 – October 30, 2017), the CITY will receive 100% of FootGolf green fees up to $5,000. Any FootGolf green fees above $5,000 shall be split 75% to the CITY, 25% to DEL RIO. In any extension years of the agreement, the CITY will receive 100% of FootGolf green fees above$7,500. Any FootGolf green fees above $7,500 will be split 60% to

the CITY, 40% to DEL RIO.

6. **LATE FEE:**

If DEL RIO fails to pay, when the same is due and payable, any payment DEL RIO is obligated to pay under this Agreement, such unpaid amount shall bear interest at the rate of ONE (1%) PERCENT per month, simple interest, from the date due until the date of payment.

7. **POSSESSORY INTEREST:**

DEL RIO recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that if such an interest is created, DEL RIO shall be solely liable and responsible for the payment of any such property taxes levied.

8. **OPERATIONS:**

A. DEL RIO agrees that the duties and obligations which are its responsibility under this Agreement shall be performed to the satisfaction of the CITY. All accounting of fees and revenue to be collected and delivered to the CITY shall be accomplished in accordance with reasonable accounting practices and principles acceptable to the CITY's Finance Director.

B. CITY agrees to provide for all necessary landscape maintenance to Municipal Course and practice facility, through its Provider, subject to the oversight obligations retained by DEL RIO as set forth elsewhere in this Agreement.

C. DEL RIO shall, at its sole expense, obtain and maintain in full force and effect throughout the Term and any extension thereof, any and all applicable permits , certifications and business licenses which may be required by any law, including administrative regulations and local ordinances, for the conduct of DEL RIO's operations under this Agreement, including, without limitation, a CITY business license within ten (10) days after the effective date of this Agreement, DEL RIO shall furnish CITY with copies of all such permits and licenses.

D. DEL RIO agrees to issue a cash register receipt to each golfer paying green fees and FootGolf fees.

E. Golf car prices shall be set by DEL RIO in an amount consistent with prices charged at similar golf courses in the area. The amount charged shall be approved in advance by the CITY.

F. Municipal course will open at sunrise and close at sunset, except Christmas Day.

G. DEL RIO shall institute and follow the following course closure procedures during inclement weather and/or hazardous conditions:

1. Upon decision to close Municipal Course, Del Rio staff will remain on site at Municipal Course for one hour and place closure/warning sign(s) at a location(s) prescribed by the Director or his/her designee.

2. Del Rio will bring in closure/warning sign(s) upon reopening of the Municipal Course.

H. Retention of Records:

1. DEL RIO shall retain all its books and records of account for not less than two (2) years following the expiration of the Term and any extension thereof. Such books and records of account shall show all DEL RIO'S gross receipts from its concession services pursuant to this Agreement, all deductions therefrom, supporting documents and all other information required by this Agreement.

2. DEL RIO shall retain such books and records of account, and such reports and records as may be required of it, or requested by CITY, pursuant to this Agreement at a location within the City of Modesto, and shall keep and maintain the same in accordance with accepted professional accounting principles.

I. Audit and Access to DEL RIO'S Records:

1. DEL RIO shall make its books, records of account, and supporting documents available to CITY, its agents, or auditors, for inspection, audit, and copying, during usual business hours, as may be requested by CITY from time to time throughout the Term or any extension thereof. DEL RIO shall provide CITY such access to its records for CITY'S purposes in verifying information submitted by DEL RIO in any report or financial statement required or requested of it pursuant to this Agreement, and for CITY'S purposes in verifying DEL RIO'S compliance with the terms of this Agreement, but for no other purpose.

2. Within TWO (2) calendar years following the last day of the Term or any extension thereof, upon notice to DEL RIO, CITY may, at CITY's sole expense, inspect, audit, and copy DEL RIO'S books, records of account, and supporting documentation relating to DEL RIO'S services provided by DEL RIO pursuant to this Agreement. CITY, its agents, or auditors may inspect, audit, and copy such books, records of account, and supporting documentation.

J. All personal property on the service facilities premises shall be at the risk of DEL RIO. CITY shall not be liable for theft or any damage, either to person or property sustained by DEL RIO or others, caused by any defects now on said the service or defects hereafter occurring therein; or caused by fire or the bursting or leaking of water, gas, sewer or steam pipe; or caused by any act or neglect of DEL RIO or other occupants of the premises or any other person; or due to the happening of any accident from whatsoever cause in or about said premises.

K. DEL RIO agrees that it shall, at the termination of this Agreement or any extension thereof, forthwith surrender all of the subject premises to CITY in the same good state of repair and condition in which they presently exist, wear and tear from reasonable use, acts of

God, and the elements accepted.

L. DEL RIO agrees that it shall never, at any time, allow any mechanics', material men's or laborers' liens to attach to the service facility and/or CITY equipment therein, and further agrees to hold CITY harmless from any and all such liens arising in any manner out of the rights granted DEL RIO by CITY under this Agreement, including reasonable attorneys' fees and costs associated with defense of such lien action.

M. DEL RIO agrees to vacate the service facilities at the expiration of the Term or upon the termination of this Agreement, whichever occurs first, and failing to vacate as herein provided, agrees that CITY, or its authorized agents, may enter upon the premises and remove all personal property therefrom, and in this event, DEL RIO waives any and all claims for damages against CITY, its agents or employees. Nothing herein shall be deemed a waiver of rights of CITY to demand and obtain possession of the premises in accordance with the law in the event of a violation of DEL RIO's part of any of the terms or conditions hereof.

N. If DEL RIO shall hold over the use of the service facilities with the consent of CITY, either express or implied, after expiration of the original term or an extension of the original term, such holding over shall be construed to be only a tenancy from month-to-month subject to all of the covenants, conditions and obligations contained in this Agreement provided, however, that nothing in this paragraph shall be construed to give DEL RIO any rights to so hold over and to continue in possession of the service facilities thereof without the implied or expressed consent of CITY.

O. DEL RIO shall not discriminate against any employee or customer for employment or access to the leased premises because of race, religion, color, handicap, sex or national origin.

P. CITY and DEL RIO agree that all computers used for the current EZ Links Reservation System are provided by the City of Modesto. All cost associated with the operation and maintenance of this EZ Links Reservation System shall be the responsibility of the CITY.

9. **INDEPENDENT CONTRACTOR:**

At all times during the term of this Agreement, DEL RIO shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of CITY. Neither DEL RIO, its principal nor any DEL RIO employee is an employee of CITY and none are entitled to any of the rights, benefits, or privileges of CITY employees, including but not limited to medical, unemployment, or Workers' Compensation insurance. Both parties will be acting in an independent capacity in the performance of this Agreement and not as agents, employees, partners, or joint ventures with one another.

10. **PERSONAL SERVICES:**

This Agreement contemplates the personal services of DEL RIO and its employees as independent contractors, and the parties recognize that a substantial inducement to CITY to enter this Agreement was, and is, the professional reputation and competence of DEL RIO and its employees or independent contractors. Neither this Agreement nor any interest herein may be assigned by DEL RIO without the prior written consent of CITY. Nothing herein contained is intended to prevent DEL RIO from employing or hiring as many employees or independent contractors as DEL RIO may deem necessary for the proper and efficient performance of this Agreement.

11. **CONTROL:**

Neither of the parties nor their officers, agents, or employees shall have any control over the conduct of the other's employees, except as herein set forth; and DEL RIO expressly agrees

not to represent that DEL RIO or any of DEL RIO's agents, servants, or employees, are in any manner the agents, servants, or employees of CITY.

12. **INDEMNITY:**

DEL RIO hereby agrees to defend, indemnify and hold harmless the CITY, its officers, agents, employees, volunteers, and golf course maintenance provider (currently ValleyCrest Inc.), and each of them, from and against any and all losses, damages, liability, claims, demands, judgments, actions, court costs and legal or other expenses (including attorneys' fees) which arise out of, pertain to, or involve DEL RIO's performance of, or failure to perform, its rights, duties and obligations in connection with this Agreement. This indemnity obligation shall not extend to any claim arising solely from the negligence or willful misconduct of the CITY, its officers, agents, employees, or volunteers.

CITY hereby agrees to defend, indemnify and hold harmless DEL RIO, its officers, agents, employees and volunteers, and each of them, from and against any and all losses, damages, liability, claims, demands, judgments, actions, court costs and legal or other expenses (including attorneys' fees) which arise out of, pertain to, or involve CITY's performance of, or failure to perform, its rights, duties and obligations in connection with this Agreement. This indemnity obligation shall not extend to any claim arising solely from the negligence or willful misconduct of DEL RIO, its officers, agents, employees, or volunteers.

In the event that DEL RIO, or any employee, agent or subcontractor of DEL RIO providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, DEL RIO shall indemnify, defend and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of

DEL RIO or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

13. **INSURANCE REQUIREMENTS:**

DEL RIO shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the CITY as may be required by the Risk Manager of the CITY. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the CITY by registered mail, return receipt requested, for all of the following stated insurance policies.

A. Workers' Compensation - in compliance with the statutes of the State of California, plus employer's liability with a minimum limit of liability of $500,000.

B. General Liability insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and $100,000 for property damage or $1,000,000 combined single limit. This insurance shall indicate on the certificate of insurance the following coverages and indicate the policy aggregate limit applying to: premises and operations; broad form contractual; independent contractors and subcontractors; products and completed operations; and/or professional liability. In addition, if the CONTRACTOR will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If the CONTRACT intends to sell alcohol either the CONTRACTOR or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

C. Employee Dishonesty insurance with a minimum limit of $30,000. This coverage to insure all officials, agents and employees with access to funds received by DEL RIO.

If at any time any of said policies shall be unsatisfactory to the CITY, as to form or substance or if a company issuing such policy shall be unsatisfactory to the CITY, DEL RIO shall promptly obtain a new policy, submit the same to the Risk Manager for approval and submit a certificate thereof as hereinabove provided. Upon failure of DEL RIO to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of the CITY, may be forthwith declared suspended, or terminated. Failure of DEL RIO to obtain and/or maintain any required insurance shall not relieve DEL RIO from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of DEL RIO concerning indemnification. The CITY, its agents, officers, employees, and volunteers shall be named as an additional insured on all insurance policies required herein, except Workers' Compensation. The Workers' Compensation insurer shall agree to waive all rights of subrogation against the CITY, its agents, officers, employees, and volunteers for losses arising from work performed by DEL RIO for the CITY. DEL RIO's insurance policy(ies) shall include a provision that the coverage is primary as respects to the CITY; shall include no special limitations to coverage provided to additional insured; and, shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the CITY's Risk Manager.

14. **ASSIGNMENT:**

DEL RIO may not assign, transfer or otherwise alienate its rights and obligations pursuant to this Agreement. CITY may assign this Agreement to any subsequent owner of the

courses (including the CITY), provided such owner assumes all responsibilities hereunder.

15. **NOTICES**:

All written notices and communication required to be given under the provisions of this Agreement shall be delivered personally or delivered by deposit in the United States mail, postage prepaid return receipt requested, and addressed as follows:

TO CITY:

Business Manager
Community and Economic Development Department
City of Modesto
P.O. Box 642
Modesto, CA 95354

TO DEL RIO:

Executive Director
The First Tee of the Central Valley
801 Stewart Road
Modesto, CA 95356

16. **GENERAL TERMS**:

A. **Waiver.** Any waiver by CITY of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by CITY to take action on any breach or default of DEL RIO or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to DEL RIO to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by CITY to any act or omission by DEL RIO shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for CITY's written consent to future waivers.

B. **Amendments**. This Agreement, including any exhibits hereto, shall not be amended except in writing, signed by the Parties. Any amendment or addendum to this

Agreement shall expressly refer to this Agreement.

C. **Applicable Law**. This Agreement shall be interpreted under and be governed by the laws of the State of California.

D. **Severability**. Every provision of this Agreement is intended to be severable. If any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

E. **Title of Parts and Sections**. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

F. **Language Construction**. The language of each and all paragraphs, terms and/or provisions of this Agreement, shall, in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any party hereto and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this Agreement.

G. **Discretion of City**. CITY'S execution of this Agreement in no way limits the discretion of CITY in the permit and approval process in connection with any improvements by DEL RIO.

H. **Entire Agreement**. This Agreement and any exhibits attached hereto constitute the sole and entire Agreement of the parties hereto with respect to the matters herein and correctly sets forth the rights, duties, and obligations of each to the other as of the date first written above. There are no other agreements or understandings, written or oral, between the parties regarding this Agreement other than those set forth herein. All prior or

contemporaneous negotiations, agreements, and understandings, oral or written, are revoked, cancelled, and rescinded, and are all merged herein and superseded hereby.

I. **Authority of the Parties**. Each individual executing this Agreement on behalf of the respective Parties represents and warrants that he/she is duly authorized to execute this Agreement on behalf of the respective Parties.

J. **Non-Liability of City Officials, Employees and Agents**. No member, official, employee or agent of CITY shall be personally liable to DEL RIO in the event of any default or breach by CITY or for any amount which may become due to DEL RIO or its successor or on any obligation under the terms of this Agreement.

K. **Law Abiding Conduct**. DEL RIO agrees that it will comply with all applicable laws and ordinances in the conduct of its business, and further agrees that CITY shall have the right to enter upon said premises at all reasonable times for the purpose of inspection and to ensure enforcement of this Agreement and ordinances and laws governing DEL RIO's use of the service facilities.

L. **Arbitration**. Any dispute or claim arising out of or related to this Agreement, its performance, breach, or interpretation (including issues about its validity or enforceability), shall be exclusively, (except as approved below) resolved by binding arbitration before the American Arbitration Association (AAA), utilizing its Commercial Arbitration Rules. One Arbitrator shall be selected using AAA procedures. The Arbitrator shall use all reasonable efforts to minimize discovery and to complete the arbitration proceedings as expeditiously as possible. The Arbitrator shall render a written decision within thirty (30) calendar days of the hearing. The Arbitrator will not award attorney's fees, or punitive, incidental, consequential, treble or other multiple or exemplary damages, and the parties hereby agree to waive and not

seek such damages. Either party may seek judicial relief to compel the other party to comply with the provisions of this Section. The arbitration shall be held in Modesto California; both parties give their irrevocable consent to jurisdiction of the courts of or in the State of California, as well as processes of the AAA in California. Awards shall be final, binding and non-appealable (except on the minimal grounds required under the Federal Arbitration Act or other applicable law). All awards may be filed with one or more courts, state, federal or foreign having jurisdiction over the party against whom such award is rendered or its property, as a basis of judgment and of the issuance of execution for its collection.

M. **No Third Party Beneficiaries**. No person or entity, other than DEL RIO shall be deemed to be a third party beneficiary hereof; and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than CITY and DEL RIO (and their respective officers, City's, employees and agents providing services under this Agreement) any rights, remedies, obligations or liabilities or by reason of this Agreement.

IN WITNESS WHEREOF, the City of Modesto, a Municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. _____, adopted by the Council of the City of Modesto on the _____ day of _____, 2015, and DEL RIO has caused this Agreement to be duly executed.

CITY OF MODESTO,
a Municipal corporation

By _____
JAMES N. HOLGERSSON,
City Manager

DEL RIO CC FOUNDATION,
a California non-profit corporation

By _____
PATRICK BURDA
President

ATTEST:

By _____
STEPHANIE LOPEZ, City Clerk

By _____
RANDY CLARK
Vice President

APPROVED AS TO FORM:
ADAM U. LINDGREN, City Attorney

By _____
ADAM U. LINDREN, City Attorney

APPROVED AS TO RISK MANAGEMENT FORM:

By _____
BEVERLY JENSEN, Risk Manager

EXHIBIT "A"

CLUBHOUSE MAINTENANCE

City will be responsible for all maintenance activities connected with the upkeep, both inside and out, of the clubhouse at the City of Modesto's Municipal Golf Course including but not limited to:

- Maintain/repair HVAC at clubhouse. This includes preventative maintenance, repairs and materials. This includes replacement of failed units.

- Maintain/repair all food preparation equipment owned by the City. This includes preventative maintenance, repairs and materials, and replacement of failed units. Daily and routine cleaning of all food preparation equipment is the responsibility of DEL RIO.

- Maintain water heaters at clubhouse. This includes preventative maintenance, repairs and materials. This includes replacement of failed units.

- Remove debris from roof of clubhouse twice per year.

- Maintain and repair clubhouse roof, rain gutters, windows and window seals as needed. This includes replacement of failed units.

- Maintain car shed. Includes preventative maintenance, repairs and materials. This includes replacement of failed units.

- Miscellaneous:
  Basic plumbing maintenance and repair including preventive maintenance, repairs and materials.
  Basic cabinetry works and repairs including preventative maintenance, repairs and materials.
  Touch-up painting of clubhouses as needed.

EXHIBIT "B"

MUNICIPAL GOLF COURSE CASH HANDLING PROCEDURES

It is the policy of the City of Modesto and Del Rio CC Foundation to utilize the best and safest cash handling procedures when handling monies at Municipal Golf Course.

- All golf and FootGolf tee time receipts shall be rung up on CITY's cash register at the Municipal Course.

- Cashiers will give a cash register receipt to each and every patron paying for green fees.

- Methods of payment for green fees shall be in cash or credit card. Personal checks are discouraged unless justifying circumstances (i.e. tournament bookings).

- Daily green fee receipts will be deposited in the CITY drop safe at Municipal Course.

- The City of Modesto and Del Rio CC Foundation have jointly developed, and agreed upon, the daily cash handling procedures to be used at Municipal Course.

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Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-488

RESOLUTION APPROVING A TWO-YEAR EXTENSION TO THE SECOND AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT WITH EAH INC., A NONPROFIT HOUSING CORPORATION, TO ALLOW TIME FOR NEGOTIATION AND TRANSFER OF A CITY-OWNED PARCEL ON 9TH STREET TO EAH INC. FOR THE CONSTRUCTION OF 74 AFFORDABLE MULTIFAMILY UNITS, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL DOCUMENTS NECESSARY TO CARRY OUT THE OBLIGATIONS OF THE CITY, AND THE CITY AS THE SUCCESSOR HOUSING AGENCY

WHEREAS on April 28, 2009, the Redevelopment Agency of the City of Modesto (Agency) and EAH, Inc., a nonprofit housing corporation (Developer), entered into an Agreement to Negotiate Exclusively, in which the Agency provided the Developer with a pre-construction loan in the initial amount of $200,000, and

WHEREAS, on June 2, 2009, the Agency and Developer entered into a Disposition and Development Agreement (DDA) outlining the initial terms for either conveyance by fee title or ground lease of a parcel on 9th Street and Carver Road that was intended for development of an approximately 150 unit affordable rental housing project, and,

WHEREAS, on July 12, 2009, the Agency and Developer entered into an Amended and Restated DDA, clarifying that the Developer would purchase the Site for development of the Project, and

WHEREAS, on February 22, 2011, the Agency and Developer entered into a Second Amended and Restated DDA allowing the City to convey a portion of the Site to the Developer for Phase I of the Project consisting of 76 units, improvements and amenities, and

WHEREAS, this amendment also granted the Developer an option to purchase the balance of the Site, within two years of close of escrow or conveyance of Phase I, to develop Phase II of the Project consisting of 74 units, and

WHEREAS, EAH, Inc., a nonprofit housing corporation, submitted a proposal through the HOME Program Request for Qualifications for Affordable Housing Developers on June 29, 2015 for Archway Commons Phase II.

WHEREAS, on September 8, 2015 the City Council, by Resolution No. 2015-345, awarded $260,000 in HOME Investment Partnership Program (HOME) funds and up to $883,694 of future HOME funds to the Project, and

WHEREAS, on August 31, 2015, the City received a letter from the Developer requesting to begin discussions to formalize a DDA for Phase II of the Project including financing and construction of the 74 units; after Staff and City legal counsel met with the Developer and agree that it is in the best interest of the City to grant a two-year extension to the Second Amended as well as the Restated DDA to provide the Developer time to secure the financing for the development of Phase II of the Project, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it approves a two-year extension to the Second Amended and Restated Disposition and Development Agreement with EAH Inc., a nonprofit housing corporation, to allow time for negotiation and transfer of a City-owned parcel on 9th street to EAH Inc. for the construction of 74 affordable multifamily units, and authorizing the City Manager, or his designee, to execute all documents necessary to carry out the obligations of the City, and the City as the Successor Housing Agency.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 15th day of December, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-489

RESOLUTION APPROVING A MANAGEMENT AND DISBURSEMENT AGREEMENT WITH MODESTO IMPROVEMENT PARTNERSHIP, INC. FOR THE OPERATION OF THE DOWNTOWN MODESTO COMMUNITY BENEFIT DISTRICT

WHEREAS, on September 1, 2015, the City Council adopted Resolution No. 2015-330 forming the Downtown Modesto Community Benefit District (the "District") and the tallied District ballot received more than fifty percent (50%) weighted approval to levy and collect the special assessments on real property for the use and administration of the Management District Plan (the "Plan"), and

WHEREAS, the Plan is to be funded through an annual levy of special assessments upon specially benefitted real property within the District commencing at the end of 2015 and continuing for fifteen (15) years, and

WHEREAS, the Modesto Improvement Partnership, Inc. (MIP), a California non-profit public benefit corporation, was incorporated and filed with the Secretary of State on September 16, 2015, and

WHEREAS, MIP desires to be engaged by the City and the City Council desires to enter into an Agreement with MIP for the purpose of operation and management of the District and the implementation of the Plan,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Modesto that it hereby approves a Management and Disbursement Agreement with the Modesto Improvement Partnership, Inc. for the operation and management of the District and the implementation of the Plan, and authorizes the City Manager, or his designee, to execute the agreement.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 15th day of December, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Grewal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-490

A RESOLUTION ORDERING THE LEVY AND COLLECTION OF CHARGES WITHIN THE MODESTO DOWNTOWN COMMUNITY BENEFIT DISTRICT

WHEREAS, the City of Modesto's Community Benefit District Ordinance, Modesto Municipal Code Title 8, Chapter 9 (the "Ordinance") authorizes the City to establish a Community Benefit District ("CBD") for up to 20 years to enhance the security, safety, appearance, and economic viability within such districts; and

WHEREAS, the Ordinance authorizes the City to levy and collect assessments on real property within such districts for the purpose of providing improvements and promoting activities that specially benefit real property within such district; and

WHEREAS, the ordinance authorizes the City to use the procedures set forth in the property and Business Improvement District Law of 1994 (Streets & Highways Code sections 3660 et seq.) (the 'PBID Law") as modified by the Ordinance for purposes of forming an assessment district; and

WHEREAS, on September 1, 2015, the City of Modesto adopted Resolution No. 2015-330 forming the Downtown Modesto Community Benefit District (District) and levying the assessment for the purpose of providing improvements and promoting activities specially benefiting the real property within the District; and

WHEREAS, the charges against the real property are not levied with regard to property values but rather on building area, land area and street frontage; and

WHEREAS, the City of Modesto has determined and certifies that the charges are either exempt from or in compliance with all the provisions of Proposition 218, which was passed by the voters in November 1996. The City of Modesto has further

determined that the charges are in compliance with all laws pertaining to the levy of such charges.

NOW, THEREFORE, BET IT RESOLVED that the City of Modesto so orders the levy and collection of such charges with the Downtown Modesto Community Benefit District for the 2015/16 fiscal year, and in each subsequent fiscal year in which the charges may validly be levied; that a certified copy of this resolution and the **attached** documentation shall be delivered to the Auditor-Controller of the County of Stanislaus for placement of such charges on the 2015/16 County Tax Roll, and in each subsequent fiscal year in which the charges may validly be levied.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 15th day of December, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Grewal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

MANAGEMENT AND DISBURSEMENT AGREEMENT

by and between

CITY OF MODESTO,
a California Municipal Corporation,

and

MODESTO IMPROVEMENT PARTNERSHIP, INC.
a California Non-Profit Public Benefit Corporation

_____ ____, 2015

MANAGEMENT DISBURSEMENT AGREEMENT

This Management and Disbursement Agreement (this "**Agreement**"), between the City of Modesto, a municipal corporation (the "**City**"), and the Modesto Improvement Partnership, Inc., a California nonprofit public benefit corporation ("**MIP**"), is entered into this _____day of _____ 2015 (hereinafter the "**Effective Date**"). The City and MIP shall respectively be referred to as the "**Party**" or collectively as the "**Parties**."

RECITALS

WHEREAS, on September 1, 2015, the City Council adopted Resolution No. 2015-330, forming the Downtown Modesto Community Benefit District (the "**District**") pursuant to Ordinance No. 3616-C.S. effective June 5, 2015, which added Chapter 9, "Community Benefit Districts" under Title 8, "Finance, Revenue and Taxation," of the Modesto Municipal Code ("MMC Section 8-9.101, et. seq."); and

WHEREAS, the Management District Plan for the District (the "**Management Plan**") and Engineer's Report describe and set forth the intended particular and special benefit the property owners in the District will receive from new security, sidewalk maintenance, beautification, promotional, and marketing activities and improvements to be provided by MIP through implementation of the Management Plan (the "**Management Plan Improvements**"); and

WHEREAS, the City through a District ballot tallied on September 1, 2015 received more than fifty percent (50%) weighted approval to levy and collect the special assessments on real property for use and administration pursuant to the Management Plan; and

WHEREAS, the Management Plan Improvements will be funded through an annual levy of special assessments upon real property within the District (the "**Assessments**"), commencing on December 1, 2015, and continuing for fifteen (15) consecutive years through November 30, 2030; and

WHEREAS, the City desires to contract with MIP to provide for the operation and management of the District and the implementation of the Management Plan, such services include but are not limited to creating a District budget and policies to comply with the Management Plan; preparing and filing annual reports with the City reflecting compliance with the Management Plan; and overseeing the day-to-day implementation of the Management Plan Improvements; and

WHEREAS, the County of Stanislaus ("**County**") will collect the special assessment on the real property in the District following the City's order to levy and collect the assessments, and the City will remit the assessments ("**District Revenue**") to MIP; and

WHEREAS, the Parties desire to enter into this Agreement in order to coordinate their respective activities necessary for the successful operation, administration and implementation of the Management Plan and management and operation of the District.

NOW THEREFORE, the Parties to this Agreement do hereby covenant and agree as follows:

1. MIP Responsibilities.

1.1. Program Implementation and Operation. MIP shall be fully responsible for managing, developing, and implementing the Management Plan, attached hereto as **Exhibit A** and on file with the City Clerk. MIP assumes all responsibility for completing activities required to implement the Management Plan and its programs.

1.2. Annual Report and Budget.

1.2.1. Annual Report and Budget. MIP shall submit an Annual Report and Budget for each fiscal year for which Assessments were levied and collected to the City for review and approval (the "**Annual Report and Budget**"). The Annual Report and Budget shall be prepared in accordance with Section 36650 of the Streets and Highways Code, and Article XIII.D of the California Constitution. The first Annual Report and Budget shall be submitted one (1) year after MIP receives its first disbursement of District Revenues from the City. Subsequent Annual Reports and Budgets shall be submitted no later than sixty (60) days after the end of the fiscal year.

1.2.2. Budget. MIP shall allocate funds for the improvement activities and services outlined in the Management Plan and in accordance with the allocation amounts specified therein.

1.2.3. Any proposals by MIP to modify or amend the boundaries of the District, or the basis or amount of levying assessment that require a public hearing, shall be submitted to the City by May 1st of each year.

1.3. Separate Bank Account for District Revenues. All District Revenues received by MIP pursuant to this Agreement shall be held in a bank account separate and apart from any other funds managed or administered by MIP, and shall not be co-mingled with any other funds (the "**Account**"). Copies of all MIP District Revenue Account statements shall be made available to the City within ten (10) days of written request.

1.4. Open Meetings Laws and California Public Records Act. MIP shall comply with the open meeting requirements of the Ralph M. Brown Act with regard to its performance of this Agreement. MIP must maintain and disclose any District-related records in accordance with the California Public Records Act.

1.5. The City's General Fund Not Liable. The City shall only be responsible for payment of its property assessment as a property owner in the District. Neither the City's General Fund, nor any other City fund, revenue source, or any other City monies, except the actual Assessment for property the City owns in the District pursuant to MMC Section 8-9.101, et. seq., shall be collected from the County and transferred to MIP by the City. The City is not obligated to loan or procure funding for the District. All Parties acknowledge and agree that any unpaid Assessments in the District are not a debt of the City, nor a legal or equitable pledge, charge, lien or encumbrance upon any City property or upon City income, receipts or revenues.

1.6. Financial Statements.

1.6.1. Annually, in conjunction with the Annual Report and Budget, MIP shall prepare financial statements that document the disposition, commitment and line-item expenditures of all District Revenues received during the previous fiscal year (the "**Financial Statement**"). The Financial Statement shall be prepared by a Certified Public Accountant who will render at a minimum an "Unqualified Review Opinion" regarding whether or not there are any material modifications that should be made to the Financial Statement in order for them to be in conformity with accounting principles generally accepted in the United States of America.

1.6.2. The Financial Statement shall be delivered to the City at the same time as the Annual Report and Budget or within one hundred twenty (120) days of the completion of each fiscal year of MIP.

1.6.3. The City's review of the Financial Statement shall be conducted in accordance with Government Auditing Standards (2003 and subsequent revisions) prescribed by the Comptroller General of the United States. All other audits shall be prepared in accordance with Generally Accepted Accounting Principles in the United States of America.

1.6.4. Any District Revenues necessary to cover MIP's portion of the Financial Statement shall be set aside in the Budget.

1.6.5. Audit. MIP shall conduct a full unqualified audit following their first fiscal year in operation. The audit shall be submitted to the City for review. The City shall have the right to request that an unqualified audit be conducted every five (5) years during the term of this Agreement. During the interim years, an audit opinion may be submitted in lieu of an unqualified audit. The City may request a full audit of the Financial Statement, if in its sole and absolute discretion, the City believes such an audit is necessary. The review or audit will be paid for by MIP.

1.7. Cooperation. MIP shall perform its obligations and carry out its responsibilities under this Agreement and the Management Plan in a cooperative manner with the City. Implementation activities shall be coordinated with the City as necessary.

1.8. Assessment Records. MIP shall maintain a complete database for each parcel assessed within the District, containing the following information:

1.8.1. Assessor's Parcel Number;

1.8.2. Street Address;

1.8.3. Name and Address of Owner(s) of Record;

1.8.4. Amount of the Assessment Levied;

1.8.5. Proportionate Financial Obligation Imposed, compared to District; and

1.8.6. Assessment Calculations, including all variables used.

MIP agrees to maintain such information and make it available to property owners within the District during regular business hours.

1.9. Annual Assessment Preparation. By June 1st of each operating year, MIP shall provide the City with Assessment data for the subsequent tax year (July 1 – June 30), in a format prescribed by the City. The Assessment data shall include all of the information required in "Assessment Records," as described in Paragraph 1.8.

1.10. Liaison with Community. MIP shall maintain on-going communication and coordination with District property owners, residents and property owners, which shall include:

1.10.1. Annual Meeting. At its own cost and expense, MIP shall organize and conduct, at a minimum, one (1) annual public meeting to be noticed in writing and mailed to all record owners of property in the District. This meeting will be conducted at a location convenient to the District.

1.10.2. Other Events. Such other events and activities involving District property owners that encourage attainment of the District goals and objectives.

1.11. Cost and Expense Records. MIP shall maintain full and complete records of activities performed under this Agreement. Such records shall be open to inspection by the City, and shall be maintained for a minimum of four (4) years after the termination of this Agreement.

1.12. Payment of Expenses. MIP will be responsible for all expenses incurred in performing its duties under this Agreement.

1.13. Tools, Materials and Equipment. MIP will supply all tools, materials and equipment required, if any, to perform the Disbursement Duties.

1.14. Compensation. MIP agrees and understands that it shall receive no compensation for any of the Disbursement Duties or other obligations set forth in this Agreement.

1.15. Competitive Bidding. MIP shall competitively bid all contracts over Twenty-Five Thousand Dollars ($25,000) and shall keep and provide copies of all bids submitted for review to any affected property owners or to the City upon request. The lowest bidder will not necessarily receive the contract that is bid. The quality, performance and experience of bidding contractor shall be taken into consideration prior to the awarding of that contract. The maximum contract term shall be three (3) years for competitively bid projects.

2. **The City Responsibilities**.

2.1 Administration. This Agreement shall be administered by the City Manager or his/her designee. The City agrees to:

2.1.1 Coordinate the collection of the annual Assessment through an agreement with Stanislaus County; (hereafter referred to as the "**County**"), ensure the billing of those public or tax-exempt entities not billed through the County property tax billing procedures; and monitor the payment process of Assessments by public entities and other tax-exempt District property owners;

2.1.2 Provide timely District property tax roll information to the County Auditor-Controller in order to include the annual Assessment amounts on the County's property tax bills;

2.1.3 Direct the disbursement of collected Assessments to MIP in accordance with this Agreement and the approved Annual Report and Budget; and

2.1.4 Perform other related tasks as agreed to by the City.

2.2 Discrepancies and Assessment Disputes. The City may assist with the resolution of any discrepancies in individual Assessment amounts or calculations and has the authority to:

2.2.1 Conduct reviews and/or audits of any Assessment related data; verify Assessment data as compiled by any consultant, sub-consultant, or other party hired by MIP; perform field or on-site inspections to verify the accuracy of Assessment data or investigate any property owner claims concerning the accuracy of any Assessment data; and

2.2.2 Recalculate the Assessment amount due and request the County Auditor-Controller (the "**CAC**"), make the requested adjustments. Provided however, that if the CAC does not honor the City's request to recalculate the Assessment, the City shall not be liable in any way for any Assessments other than its own, and shall not be obligated to pursue any action against the CAC to obtain any adjustment or recalculation.

2.3 Disbursements. The annual District Assessments, including Assessments to be collected from the City and tax-exempt property owners, will be collected through the County property tax collection procedures and will be transmitted to the City pursuant to agreements between the City and County. Except for the payment of advanced funds defined in Paragraph 2.5 and costs defined in Paragraph 3.1, below, the City shall disburse the collected Assessments to MIP pursuant to the terms and conditions of this Agreement. The City and the County shall not be obligated to disburse Assessments which have not been collected. Any funds received that are in excess of the annual Assessment (i.e. penalties, late-payments, etc. relating thereto) shall be disbursed to MIP upon receipt.

2.3.1 The City shall deposit all District Assessments remitted by the County, except for any funds advanced pursuant to Paragraph 2.5 or the City's Administrative Costs pursuant to Paragraph 3.1, into a fund created solely for the deposit of these assessments ("**District Fund**").

2.3.2 District Assessment Disbursement Schedule. Contingent upon receipt of District Assessment funds from the County, as well as those collected by the City for those parcels that are tax-exempt and contingent upon MIP's compliance with this Agreement and the Management Plan, the City shall disburse to MIP the Assessments received from the County in accordance with the following schedule:

December 18th	Fifty-five percent (55%) the of annual Assessment collected by the County. Plus fifty-five percent (55%) of the annual Assessments received and collected by the City from tax-exempt and publicly owned parcels within the District.
April 30th	Forty percent (40%) of the annual Assessment collected by the County. Plus forty percent (40%) of the annual Assessments received and collected by the City from tax-exempt and publicly owned parcels within the District.
July 20th	Any additional Assessment amounts collected by the City or County during the fiscal year (terminating on June 30th).

2.4 Subsequent Adjustments. If there is an adjustment in the Disbursement due to changes in receipts of District Revenue, such Disbursement may be adjusted in the following year. The City shall not be responsible for delays in payments due to delays in transmittal by the County.

2.5 City Advances to District Fund. The City may, upon written request by MIP, advance funds to the District Fund in an amount not to exceed three (3) months of their monthly cash flow budget requirements as outlined in their budget. The amount advanced shall be repaid to the City within six (6) months. The City may withold the advanced amounts from disbursments to MIP.

2.6 The City Review of Financial Summary. The City reserves the right, at any time, to request a current financial summary of all District Revenues committed and/or spent from MIP. MIP shall submit such financial summary to the City within thirty (30) business days of the City's request.

2.7 Cooperation. The City shall perform its obligations and carry out its responsibilities under this Agreement and the Management Plan in a cooperative manner with MIP. Implementation activities shall be coordinated with the MIP as necessary.

3. Costs and Expenses. The Parties acknowledge that the County will deduct from the funds collected, on behalf of the District, the County's administrative costs for the collection and distribution of Assessments to the City (the "**County Administrative Costs**").

3.1 The City shall annually withhold an amount not to exceed $2,000 of District Revenues to cover the City's administrative costs.

4. Independent Contractor. It is expressly agreed that in the performance of this Agreement, MIP is an independent contractor and is not an employee of the City. MIP shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for MIP's own acts and those of MIP's subordinates and employees.

5. MIP Not Agent of the City. Neither MIP, nor any of its employees, agents, representatives or subcontractors, are or shall be deemed to be agents of the City or public officials for any purpose, including fulfillment of MIP's obligations pursuant to this Agreement.

6. MIP's Qualifications. MIP represents that it has the qualifications and skills necessary to perform the Disbursement Duties under this Agreement in a competent and professional manner without the advice or direction of the City. Failure to perform all of the Disbursement Duties constitutes a material breach of this Agreement and is cause for termination.

7. Non-Exclusive Relationship. MIP may perform services for, and contract with other clients, persons or companies in its sole discretion so long as such services and contracts do not breach this Agreement.

8. Compliance with Title 8, "Finance, Revenue and Taxation," Chapter 9, "Community Benefit Districts" of the Modesto Municipal Code. MIP shall comply with all requirements of the City of Modesto's Community Benefit District Ordinance codified as Title 8, "Finance, Revenue and Taxation," Chapter 9, "Community Benefit Districts" of the Modesto Municipal Code, as may be amended from time to time.

9. Term and Termination. This Agreement shall become effective on the Effective Date and terminate on December 31, 2030 (the "**Term**"); unless it is otherwise extended by mutual written agreement of the Parties or terminated as provided for in Paragraph 9.1.

   9.1 Termination for Default. If either Party defaults in the performance of any of the terms and/or provisions to be performed by a Party pursuant to this Agreement, then the non-defaulting Party shall provide written notice to the defaulting Party describing the default and requesting a cure ("**Default Notice**"). If such default is not cured within thirty (30) days or cure is not commenced diligently within thirty (30) days (or if the default is not susceptible to cure within said thirty (30)-day period, default shall be cured within sixty (60) days), after the Default Notice is mailed or delivered, the non-defaulting Party may terminate this Agreement. To the extent the alleged default concerns or relates to the use or expenditures of District Revenues, MIP shall hold all unencumbered District Revenues in an escrow account until the default is cured and provide proof of escrow account deposit within seven (7) days of the City's written request.

10. Inspection of Books and Records. During the Term of this Agreement, and for a period of four (4) years after the Term, MIP shall maintain financial and operational records related to this Agreement, which include, but are not limited to, the Annual Financial Statements, the Annual Reports and Budgets and any audits (the "**Books and Records**"). At the request of the City, MIP shall make all Books and Records open to inspection by the City, or its designee, during normal business hours upon ten (10) days' written notice.

11. Non-Discrimination in Employment. MIP certifies and agrees not to discriminate against any employee or person who is subject to this Agreement because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, or physical or mental disability. Evidence of discrimination shall be sufficient cause for termination of this Agreement.

12. Public Liability and Property Damage Insurance. MIP shall assume all responsibility for damages to property and injuries to persons, including accidental death, which may arise out of or may be caused by MIP's performance of this

Agreement, by its subcontractors or by anyone MIP directly or indirectly employs, and whether such damage or injury may accrue, or may be discovered, before or after termination of this Agreement. At its own expense, MIP shall obtain, pay for and maintain during the life of this Agreement an "occurrence" policy for Commercial General Liability (including Contractual Liability) and for Automobile Liability which shall protect it from claims for injuries and damages. MIP shall demonstrate that it has such policies fully paid for and in place prior to the execution of this Agreement. The policy shall name the "City of Modesto, its elected and appointed officials, officers, agents and employees" as additional insureds under the policy in the following amounts:

12.1 COMMERCIAL GENERAL LIABILITY INSURANCE in an amount not less than Two Million Dollars ($2,000,000) per occurrence for personal injuries, including accidental death, to any one (1) person; property damage insurance in an amount not less than Two Million Dollars ($2,000,000) and subject to the above limits and combined single limit of insurance in an amount not less than Three Million Dollars ($3,000,000); and

12.2 AUTOMOBILE LIABILITY INSURANCE endorsed for all vehicles (whether rented, leased, hired, scheduled, owned or non-owned), in an amount not less than One Million Dollars ($1,000,000) per occurrence for personal injuries, including accidental death, to any one (1) person; property damage insurance in an amount not less than One Million Dollars ($1,000,000) and subject to the above limits and combined single limit of insurance in an amount not less than One Million Dollars ($1,000,000).

12.3 At all times, the insurance company issuing said policy shall be an "admitted" insurer in the State of California and shall carry an A.M. Best & Company minimum rating of AA:VII.

12.4 All policies shall contain a "Severability of Interest" clause and a "Primary Coverage" clause for any loss arising out of or caused by MIP's performance of this Agreement. In addition, the policies shall contain a statement of obligation on the insurance carrier's part to notify the City, by registered mail, at least thirty (30) days in advance of any policy cancellation, termination or reduction in the amount of coverage.

12.5 Prior to the execution of this Agreement, MIP shall deliver to the City a "Certificate of Insurance" and an "Additional Insured Endorsement", both documents countersigned by the insurance carrier or its authorized representative, on forms satisfactory to the City's Risk Manager, and consistent with the above provisions.

12.6 The countersigned certificate, along with the additional insured endorsement, shall state:

> "The City of Modesto, its elected and appointed officials, officers, agents and employees are named as

additional insureds under this policy. This insurance is primary to the coverage of the Modesto Successor Agency and the City of Modesto. Neither the Agency nor the City or any of their insurers shall be required to contribute to any loss. This policy contains a severability of interest clause. The issuing company shall mail thirty (30) days advance notice to the City of any policy cancellation, termination or reduction in the amount of coverage."

12.7 Additionally, the certificate of insurance shall state if any claim has been paid or is currently pending under the policy, and if so, the amount of the claim(s) and the amount of liability limits as lowered by the paid or pending claim(s). Any deductibles or self-insured retentions shall be set forth on the certificate and shall be subject to the City's review and approval.

12.8 Workers' Compensation Insurance. MIP understands and agrees that all persons furnishing services to MIP under this Agreement are, for the purpose of workers' compensation liability, employees solely of MIP and not of the City. MIP shall bear the sole responsibility and liability for furnishing workers' compensation benefits to its employees, or anyone it directly or indirectly employs, for injuries arising out of or connected with services performed on behalf of MIP.

12.9 At its own expense, MIP shall obtain, pay for, and maintain for the duration of this Agreement, complete workers' compensation insurance. MIP shall provide proof of workers' compensation coverage by delivering to the City either an insurance certificate or a certificate of consent to self-insure. The City shall not be responsible for any claims at law or in equity caused by MIP's failure to comply with this paragraph. All workers' compensation insurance policies shall bear an endorsement, or shall attach a rider, which provides that the insurer will notify the City, by registered mail, at least thirty (30) days in advance of the policy's expiration, termination or cancellation.

12.10 MIP's Failure to Obtain, Pay For, or Maintain Insurance. MIP shall deliver to City the required certificate(s) and endorsement(s) to the City prior to the execution of this Agreement and before commencing any work under this Agreement. MIP's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the City may use the services of another consultant or consultants without the City incurring any liability to MIP. At its sole discretion, the City may obtain or renew MIP's insurance, and the City may pay all or part of the premiums. Upon demand, MIP shall pay the City all monies paid to obtain or renew the insurance. The City may offset the cost of the premium against any monies due to MIP from the City.

13. Laws. MIP shall comply with all laws, statutes, ordinances and rules of all applicable governmental authorities.

14. Indemnification. Throughout the Term of this Agreement, as and from the date hereof, MIP agrees to defend, indemnify and hold harmless, the Modesto Successor Agency, the City and its elected and appointed officials, officers, agents and employees ("**Indemnitees**"), from and against any and all liabilities, suits, proceedings, judgments, claims, charges, damages, liens, causes of action, losses or injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) which in whole or in part arise out of or are connected with acts or omissions of, performance of, or breach of this Agreement by MIP or MIP's independent contractors, agents, employees or delegates except to the extent such is caused by the wholly negligent acts or willful misconduct of City or its officers, agents, and employees. In the event of any such claim, demand, proceeding or lawsuit against the Indemnitees, MIP agrees to assume the immediate defense of Indemnitees by hiring and paying for legal counsel selected by the City.

15. Political Prohibition. Subject to applicable State and Federal laws, monies paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

16. Conflict of Interest.

16.1 MIP certifies that no member, officer, or employee of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one (1) year thereafter.

16.2 MIP shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by MIP.

16.3 MIP warrants and represents, to the best of its present knowledge, that no employee of the City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement, whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. MIP shall exercise due diligence to ensure that no such employee will receive such an interest.

16.4 MIP further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by MIP to the City, that no employee of the City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in MIP or this Agreement. For purposes of this paragraph, an official is deemed to have an "economic interest" if the official's interest qualifies as an "economic interest" pursuant to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.). MIP agrees to promptly disclose to the City in writing any information it may receive concerning any such potential conflict of interest.

16.5 MIP shall incorporate, or cause to be incorporated into all subcontracts for work to be performed under this Agreement, a provision governing a conflict of interest in substantially the same form set forth herein.

17. No Waiver. Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation.

18. Drafting Ambiguities. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of this Agreement.

19. Remedies and Sanctions. In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, MIP understands and agrees that, if the City reasonably determines that MIP has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, or (3) require reimbursement by MIP to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not MIP is responsible for the conflict of interest situation.

20. Assignment. MIP shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, persons, consultant or sub-consultant, entity or entities whatsoever without the prior written consent of the City and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

21. Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties, their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

22. Time of the Essence. Time is of the essence in the performance of this Agreement.

23. Commencement, Completion and Close Out. It shall be the responsibility of MIP to coordinate and schedule the work to be performed or the fulfillment of an obligation so that commencement and completion take place in accordance with the provisions of this Agreement. Any time extension granted to MIP to enable MIP to complete the work or perform an obligation under this Agreement or Management Plan must be in writing and shall not constitute a waiver of rights the City may have under this Agreement. Should MIP not complete the work by the scheduled date or by an extended date, the City shall be released from all of its obligations under this Agreement.

24. Governing Law and Venue. This Agreement shall be governed by the laws of the State of California. The Parties agree and consent that the venue for any legal and/or equitable action concerning this Agreement shall be Stanislaus County, California.

25. Notices. If either Party shall desire or be required to give notice to the other, such notice shall be given in writing, by prepaid U.S. certified or registered postage, addressed to recipient as follows:

For the City of Modesto:
City of Modesto
1010 10th Street
Modesto, CA 95353
Attn: City Manager

For MIP:
Mr. David Gianelli,
President
1014 16th St.
Modesto, CA 95354

26. Incorporation of Recitals. The Recitals set forth above are incorporated in full and made a part of this Agreement by this reference.

27. Entire Agreement of the Parties. This Agreement supersedes any and all agreements, either oral or written, between the Parties with respect to the rendering of disbursement duties by MIP for the City with regard to the Downtown Modesto Community Benefit District and contains all of the representations, covenants and agreements between the Parties with respect to the rendering of those duties. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Parties, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

28. Modification. Any alteration, change or modification of or to this Agreement shall not be effective unless made in writing in each instance signed on behalf of each Party.

[Continued on Next Page.]

29. Severability. If any term, provision, or covenant of this Agreement, or its application to any Party or circumstances shall be held by a court of competent jurisdiction, to be to any extent, invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the respective dates set forth below.

CITY:
City of Modesto,
a Municipal Corporation

By:_____
James N. Hogersson, City Manager

_____
(Date)

MIP:
Modesto Improvement Partnership, Inc.,
a California Non-profit Public Benefit Corporation

By:_____
David Gianelli, President

_____
(Date)

Approved as to form:
CITY ATTORNEY

By:_____
Adam U. Lindgren, City Attorney

Exhibits:

Exhibit A: Downtown Modesto Community Benefit District Management Plan

Exhibit B: Title 8, "Finance, Revenue and Taxation," Chapter 9, "Community Benefit Districts" of the Modesto Municipal Code.

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-491

RESOLUTION AUTHORIZING THE AWARD OF BID FOR THE PURCHASE OF CISCO SMARTNET MAINTENANCE TO SIGMANET, INC., ONTARIO, CA, FOR A THREE-YEAR TERM AND AUTHORIZING THE PURCHASING MANAGER OR HIS DESIGNEE TO ISSUE A PURCHASE ORDER FOR AN ESTIMATED TOTAL COST OF $106,604

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for the purchase of Cisco SmartNet Hardware Maintenance for a three-year term, and

WHEREAS, the Purchasing Division issued RFB 1516-09 for Cisco Smartnet maintenance on the City's website under the commodity code for Software Maintenance/Support. Prospective bidders were noticed online of the bid opportunity, two (2) of which was a local companies. Six (6) companies chose to download the RFB document, and

WHEREAS, bids were formally opened in the City Clerk's office. Two (2) companies chose to respond. Both companies responding provided responsive and responsible bids The two (2) local vendors did not submit a bid, and

WHEREAS, based on providing the overall lowest responsive and responsible bid, City staff recommends the award of bid for the purchase of Cisco SmartNet Maintenance to SIGMAnet, Inc., Ontario, CA, for a three-year term for an estimated total cost of $106,604.

WHEREAS, Modesto Municipal Code (MMC) Section 8-3.203 generally requires all purchases, which meet or exceed $50,000.00 for material, equipment or contractual services to be formally bid. The award of bid for the purchase of Cisco SmartNet

Maintenance to SIGMAnet, Inc., Ontario, CA, conforms to the Modesto Municipal Code, 8-3.203.

WHEREAS, sufficient funds are budgeted in Fiscal Year 2015-16, in appropriation unit 5230-17710-53100, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of bid for the purchase of Cisco SmartNet Maintenance to SIGMAnet, Inc., Ontario, CA, for an estimated total cost of $106,604;

BE IT FURTHER RESOLVED that the Purchasing Manager or his designee is authorized to issue the purchase order

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 15th day of December, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-492

RESOLUTION AUTHORIZING THE PROCUREMENT OF INVESTMENT SERVICES BY ENTERING INTO AN AGREEMENT WITH PUBLIC FINANCIAL MANAGEMENT ASSET MANAGEMENT LLC (PFMAM), BALTIMORE, MD, FOR A FIVE (5) YEAR TERM WITH AN ANTICIPATED ANNUAL COST UP TO $200,000 IN THE AGGREGATE NOT TO EXCEED $1 MILLION AND THREE (3) ONE-YEAR EXTENSION OPTIONS AT THE SOLE DISCRETION OF THE CITY, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONTRACT

WHEREAS, in reviewing the competitive bidding process for City of San Luis Obispo, their Investment Oversight Committee accepted four (4) proposals for review. Public Financial Management Asset Management LLC (PFMAM) was selected based on the documented experience of the PFMAM staff assigned to San Luis Obispo's account for support for the investment management process, their extensive experience managing investments for California cities and other public agencies and the fact they operate their own trading desk and have substantial resources at their disposal to provide investment advice to municipal agencies, and

WHEREAS, Public Contract Code section 20118 authorizes entities to rely on terms that have already been competitively bid "piggybacking" in certain situations.

WHEREAS, under Municipal Code Section 2-3.401, the Finance Department is responsible for the deposit and investment of City funds in accordance with a sound treasury management. The City of Modesto utilizes an investment services company to enhance the City's investment portfolio of over $290 million in a fiduciary capacity with oversight by the Director of Finance. These services will guide the City to identify investment strategies to optimize the investment return in compliance with the City's Investment Policy and state statutes. These services handle the execution of investment trades in accordance with the City's investment policy, annual review of the City's

investment policy and ensuring we are maximizing the investment earnings from our portfolio for the City's use in budget planning, and

WHEREAS, the current cost of annual investment services is approximately $160,000. The fees with the new investment contract will remain the same. The annual fee schedule is based on the investment portfolio value schedule, in monthly installments, based on the daily net assets under management at an annual rate of 12 basis points (0.12%) on the first $15 million of assets, 10 basis points (0.10%) on assets between $15 and $35 million, 7.5 basis points (0.075%) on assets between $35 and $50 million and 6 basis points (0.06%) on assets over than $100 million. Our minimum fee is $15,000 per year. The proposed fee schedule covers all of our normal costs and no additional expenses for PFMAM's normal service.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of proposal and contract for investment services for the Finance Department, Accounting Division to Public Financial Management Asset Management LLC (PFMAM),

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the contract for a five (5) year term for an estimated annual cost of $200,000, in the aggregate not to exceed $1 million with three (3) one-year extension options at the sole discretion of the City.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 15th day of December, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-493

RESOLUTION AUTHORIZING THE AWARD OF BID AND CONTRACT FOR THE FURNISHING OF LED LIGHTING UPGRADES AT NINE (9) FIRE STATIONS FOR THE MODESTO FIRE DEPARTMENT TO LAYMAN ELECTRIC, INC., MODESTO, CA, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE CONTRACT FOR AN ESTIMATED TOTAL COST OF $69,861

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for the purchase and installation of LED lighting for nine (9) fire stations, and

WHEREAS, the Purchasing Division issued RFB No. 1516-11 on the City's website under the commodity code for lighting services, and

WHEREAS, prospective bidders were noticed online of the bid opportunity, four (4) of which were local companies, and

WHEREAS, eight (8) companies chose to download the RFB document, and

WHEREAS, bids were formally opened in the City Clerk's Office. Four (4) companies chose to respond, one of which was a local company. All four (4) companies responding provided a responsive and responsible bid, and

WHEREAS, Modesto Municipal Code 8-3.206 Support of Local Vendors (SLV) allows the lowest bid or quote submitted by a local business that is within five (5) percent of the lowest bid, the opportunity to match the lowest bid price, and

WHEREAS, Layman Electric, Inc., Modesto, CA, qualified for SLV and agreed to match the lowest bid price for the project, and

WHEREAS, based on providing a responsive and responsible bid and accepting the SLV offer, City staff recommends the award of bid for the furnishing of LED lighting

upgrades at nine (9) fire stations to Layman Electric, Inc., Modesto, CA, for an estimated total cost of $69,861, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed $50,000 for material, equipment or contractual services to be formally bid. The award of bid and contract for the furnishing of LED lighting upgrades at nine (9) fire stations to Layman Electric, Inc., Modesto, CA, conforms to the Modesto Municipal Code, 8-3.203, and

WHEREAS, funds are budgeted in Fiscal Year 2015-16, in Appropriation Unit: 0180-18998-53150 (Fire Department Unrestricted Non-Capital Projects).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of bid and contract for the furnishing of LED lighting upgrades at nine (9) fire stations to Layman Electric, Inc., Modesto, CA.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the contract for an estimated total cost of $69,861.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 15th day of December, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-494

RESOLUTION AUTHORIZING THE WRITE OFF OF UNCOLLECTIBLE ACCOUNTS RECEIVABLES IN THE TOTAL AMOUNT OF $438,634

WHEREAS, the City of Modesto Finance Department maintains a billing system to track monies owed to the City, and

WHEREAS, occasionally the responsible party does not pay the City as required, and

WHEREAS, it is the City's policy to actively pursue collection of past-due accounts and write off amounts deemed to be uncollectible, and

WHEREAS, the City employs various different means of trying to collect past-due accounts, and

WHEREAS, collection efforts continue until the legal statute restricts the City's collections actions, and

WHEREAS, the following individual accounts recommended for write off have filed bankruptcy and as such all available collection remedies have been exhausted: (1) FM Golf- $314,717 and (2) Ernst & Associates- $123,917, and

WHEREAS, the Modesto Municipal Code (MMC) Section 2-3.406 requires that any account found to be uncollectible in excess of $25,000 be referred to the City Manager who will report them to the City Council with his recommendation to be written off.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby accepts the City Manager's report and recommendation of uncollectible accounts receivable in the total amount of $438,634.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 15th day of December, 2015, by Councilmember Madrigal, who moved its adoption, which motion being duly seconded by Councilmember Ridenour, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-495

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE STANISLAUS COUNCIL OF GOVERNMENTS (STANCOG) TO SET FORTH THE BASIC STRUCTURE FOR COOPERATIVE PLANNING AND DECISION MAKING RELATED TO FEDERAL TRANSIT ADMINISTRATION (FTA) FUNDING AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE MOU

WHEREAS, The Stanislaus Council of Governments (StanCOG) has been designated by the Federal Transit Administration (FTA) to administer federal transit funds that are made available to the Modesto Urbanized Area, and

WHEREAS, In November 1999, the City of Modesto and StanCOG (formerly known as the Stanislaus Area Association of Governments, SAAG) adopted a Memorandum of Understanding, (MOU) to enable the City of Modesto to apply for FTA funds, and

WHEREAS, this MOU sets forth the basic structure for cooperative planning and decision making between the City of Modesto and StanCOG as required by the FTA, and

WHEREAS, the 1999 MOU was reaffirmed by the City of Modesto on June 14, 2011, and

WHEREAS, the new MOU reaffirms the cooperative planning and decision making commitments that are required by the FTA and MAP 21 regulations.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it approves the new MOU with StanCOG which sets forth the basic structure for cooperative planning and decision making between the City of Modesto and StanCOG.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the MOU.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 15th day of December, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-496

RESOLUTION APPROVING AN EXTENDED AGREEMENT FOR SEWER SERVICE WITH THE EMPIRE SANITARY DISTRICT, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT

WHEREAS, last year City of Modesto (City) staff was approached by Board Members of the Empire Sanitary District (ESD) regarding its desire to dissolve as a sanitary district, transfer its assets to the City, and have its sanitary service absorbed and operated by the City, and

WHEREAS, ESD was organized under the Sanitary District Act of 1923 for the purpose of providing sanitary sewer services to the unincorporated community of Empire in 1948, and it serves approximately 1,488 residential and commercial customers, and

WHEREAS, since 1969, ESD has had a contractual agreement with the City for sewer disposal services, and

WHEREAS, under that agreement, the City accepts and treats the sewage collected in ESD's system, and ESD pays the City a service charge for this service, and

WHEREAS, the City does not operate or maintain the sewer collection system for ESD, and

WHEREAS, ESD is required to pay the City a connection charge on each dwelling unit, or its equivalent, connected to ESD's system, and

WHEREAS, the City performs billing services (with the exception of delinquent bill collection) for ESD, and

WHEREAS, under the terms of this agreement, City will accept the transfer of all ESD sewer infrastructure, and will take over maintenance, repair, and replacement of

obligations of all such infrastructure, and current ESD ratepayers would become Modesto out-of-boundary customers, and

WHEREAS, ESD will also remit the existing Reserve Fund of approximately $500,000 to the City, which will be dedicated to existing ESD infrastructure repairs and rehabilitation, and

WHEREAS, the agreement will be executed following ESD's submission of an appraisal of the ESD's assets and completion of a field audit of the number of ESD connections and their locations; and

WHEREAS, upon execution of this agreement and the final approval by the ESD's Board by a 4/5 vote, the City Council will become the ex officio Board of the ESD, and initially will sit from time to time as the Board of ESD, occurring without LAFCO review or approval, and

WHEREAS, at a later date, the City may file an application with LAFCO seeking approval of full dissolution of the ESD pursuant to the provisions of the Cortese-Knox Hertzberg Local Government Reorganization Act of 2000, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby approves an extended agreement for sewer service with the Empire Sanitary District.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute the Agreement in substantially similar form as **attached** hereto and as approved by the City Attorney.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 15th day of December, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXTENDED AGREEMENT FOR SEWER SERVICE

This Agreement, made and entered into by and between the City of Modesto, a municipal corporation, hereafter ("City"), and the Empire Sanitary District, existing and organized under the provisions of the Health and Safety Code commonly known as the Sanitary District Act of 1923, hereafter ("District").

WHEREAS, both District and City own and operate sewage systems; and

WHEREAS, City has formed the Modesto Municipal Sewer District No. 1, which has a system capable of accepting and treating District's sewage; and

WHEREAS, in 1969, the parties entered into an agreement for acceptance by City of District's sewage subject to certain terms and conditions which have been amended through the years and was last updated in 2002; and

WHEREAS, by virtue of the annexation by City of three well sites that are contiguous to the boundaries of the District, Stanislaus Local Agency Formation Commission (LAFCO) has determined that the District and City have contiguous boundary; and

WHEREAS, pursuant to Health and Safety Code section 6500, by virtue of this agreement and following its approval and execution by the parties, the District Board is empowered, by 4/5 vote of the Board, to declare the Board of the District dissolved, and thereafter the City Council of City will become the ex officio Board of the District; and

WHEREAS, the parties wish to again revise their agreement with City Council assuming ex officio control of the District pursuant to Health and Safety Code Section 6500.

NOW THEREFORE, the parties agree as follows:

1. The parties share a contiguous boundary.

2. District desires City to become responsible for the entire operation and maintenance of all facilities of the District, including billing and related administrative functions, and will transfer control of all of its assets to City upon execution of this Agreement.

3. This Agreement will be executed only after District has undertaken and provided City with a) an appraisal of the system (all District assets) completed by June 30, 2016. This appraisal shall be paid for by the District with the funds that the County currently holds; b) a field audit to determine the number of connections and their location.

4. District warrants that it has no known liabilities including any potential state actions that it has been warned of.

5. Any claims made against the sewer utility prior to the effective date of this agreement shall be covered by the District's insurance.

6. District further warrants that it has (approx. $½ Million – to be determined) in reserve, which it will transfer control over to City upon execution of this agreement.

7. City Council agrees as the ex officio Board of the District to be responsible for the operation and maintenance of all facilities of the District as set forth immediately above.

8. The parties acknowledge that this agreement is exempt from LAFCO Policy 15 – Out-Of-Boundary Service Extensions since consistent with California Government Code Section 56133, it involves an extended service agreement which existed prior to 2001, to wit, the parties first entered into their agreement for out-of-boundary service in 1969.

9. District agrees that it will adopt a resolution by a 4/5 vote of its board to declare the Board dissolved.

10. Thereafter, but no sooner than July 1, 2016, the City Council agrees to become the ex-officio governing board of the District.

11. City agrees that once City's rates increase to meet or exceed District's current rates, District shall pay the same rates as City's customers thereafter.

12. Both City and District agree to cooperate fully and execute any and all supplementary documents, and to take all additional actions, which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

13. This Agreement may be binding upon and inure to the benefit of the successor and assigns of the respective parties.

14. This Agreement shall become effective upon the later to occur of a) July 1, 2016 and b) its formal execution by the authorized representatives of City and the District.

15. Upon request by either party, the other shall deliver to counsel for the other party a duly executed resolution of the entity from whom the resolution is requested, approving and adopting this agreement.

16. This agreement contains the entire agreement among the parties, and has not been executed in reliance on the basis of any oral or other written representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms hereof.

17. Should any of the provisions of this Agreement be determined to be invalid by a court or government agency of competent jurisdiction, it is agreed that such determination shall not affect the enforceability of the other provisions herein. California law shall govern the validity and interpretation of this Agreement.

18. The Parties agree, understand, and consent that subsequent to this Agreement, the City Council of the City of Modesto sitting as the ex officio Board of the District shall be empowered to file an application with LAFCO seeking approval of the full dissolution of the District pursuant to the provisions of the Cortese-Knox Hertzberg Local Government Reorganization Act of 2000.

Date: _____

EMPIRE SANITARY DISTRICT

_____

Board President

Date: _____

CITY OF MODESTO, a municipal corporation

_____

JAMES N. HOLGERSSON, City Manager

ATTEST:

_____

STEPHANIE LOPEZ, City Clerk

APPROVED AS TO FORM:

_____

ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-497

RESOLUTION ACCEPTING THE STRENGTHEN AND REPLACE LA LOMA WATER MAINS PROJECT AS COMPLETE AUTHORIZING ALL NECESSARY STEPS TO FILE WITH THE COUNTY RECORDER, RELEASE SECURITIES, AND RELEASE PAYMENTS TOTALING $2,033,869.41 TO KNIFE RIVER CONSTRUCTION, OF STOCKTON, CALIFORNIA

WHEREAS, the Strengthen and Replace La Loma Water Mains Project has been completed by DSS Construction dba Knife River Construction in accordance with the contract agreement dated September 23, 2014,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Strengthen and Replace La Loma Water Mains Project is hereby accepted as complete from said contractor, DSS Construction dba Knife River Construction and that the City Clerk is authorized to complete all necessary steps to file with the County Recorder, release securities and payments totaling $2,033,869.41 is authorized as provided in the contract.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 15th day of December, 2015, by Councilmember Kenoyer, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-498

RESOLUTION FINDING THAT THE FOLLOWING SUBSEQUENT PROJECT IS WITHIN THE SCOPE OF THE PROJECT COVERED BY THE MODESTO URBAN AREA GENERAL PLAN MASTER ENVIRONMENTAL IMPACT REPORT (SCH NO. 2007072023): AMENDMENT TO SECTION 11-3-8 OF THE ZONING MAP OF THE CITY OF MODESTO TO REZONE 45 ACRES FROM MEDIUM-DENSITY RESIDENTAL (R-2) ZONE AND PLANNED DEVELOPMENT ZONE P-D(333) TO LOW DENSITY RESIDENTIAL (R-1) ZONE, MEDIUM HIGH DENSITY RESIDENTIAL (R-3) ZONE, AND GENERAL COMMERCIAL (C-2) ZONE; A VESTING TENTATIVE PARCEL MAP TO DIVIDE 45-ACRES INTO THREE PARCELS; AND A VESTING TENTATIVE SUBDIVISION MAP TO DIVIDE 32.23 ACRES INTO 170 SINGLE-FAMILY RESIDENTIAL LOTS, THREE BIO-SWALE LOTS AND ONE 6.05 ACRE MULTI-FAMILY RESIDENTIAL LOT; PROPERTY LOCATED WEST OF DALE ROAD AND NORTH OF VINTAGE FAIRE MALL (VALLEY VENTURES LLC)

WHEREAS, on October 14, 2008, the City Council of the City of Modesto certified the Final Master Environmental Impact Report ("Master EIR") (SCH No. 2007072023) for the Modesto Urban Area General Plan, and

WHEREAS, Valley Ventures LLC has proposed the rezone of 45 acres from Medium Density Residential (R-2) Zone and Planned Development P-D(333) to Low Density Residential (R-1) Zone, Medium High Density Residential (R-3) Zone and General Commercial (C-2) Zone; a vesting tentative parcel map to divide 45 acres into three parcels; and a vesting tentative subdivision map to divide 32.23 acres into 170 single-family lots, three bio-swale lots and one 6.05-acre multi-family residential lot, property located west of Dale Road and north of Vintage Faire Mall ("Project"), and

WHEREAS, pursuant to Section 21157.1 of the Public Resources Code, the City of Modesto's Community & Economic Development Department prepared an Environmental Assessment Initial Study EA/C&ED 2015-18 ("Initial Study") which analyzed whether the subsequent project may cause any significant effect

on the environment that was not examined in the Master EIR and whether the subsequent project was described in the Master EIR as being within the scope of the report, and

WHEREAS, in accordance with CEQA guidelines beginning on November 25, 2015, the City caused to be published a 20-day notice of the City's intent to make a finding that the subsequent project conforms with the Master EIR, and

WHEREAS, said matter was considered by the City Council at a duly noticed public hearing which was held on December 15, 2015, at 5:30 p.m., in Room 2001, 2nd Floor of Tenth Street Place, located at 1010 Tenth Street, Modesto, California.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Council has reviewed and considered the Initial Study prepared for the proposed project, a copy of which is **attached** hereto as **Exhibit** "A", and incorporated herein by reference, and based on substantial evidence in the Initial Study makes the following findings:

1. An Initial Study was prepared by the City of Modesto that analyzed whether the subsequent project may cause any significant effect on the environment that was not examined in the Master EIR and whether the subsequent project was described in the Master EIR as being within the scope of the report.

2. The subsequent project will have no additional significant effect on the environment, as defined in subdivision (d) of Section 21158 of the Public Resources Code, that was not identified in the Master EIR.

3. No new or additional mitigation measures or alternatives are required.

4. The subsequent project is within the scope of the project covered by the Master EIR.

5. All applicable policies, regulations, and mitigation measures identified in the Master EIR have been applied to the subsequent project or otherwise made conditions of approval of the subsequent project.

6. No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified, and no new information, which

was not known and could not have been known at the time that the Master EIR was certified as complete, has become available.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that the Community & Economic Development Director is hereby authorized and directed to file a notice of approval or determination within five (5) business days with the Stanislaus County Clerk pursuant to Section 21152 of the Public Resources Code.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 15th day of December, 2015, by Councilmember Zoslocki, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Grewal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

EXHIBIT A

Initial Study

EA/C&ED 2015-18

City of Modesto

Finding of Conformance to General Plan Master EIR:

Initial Study Environmental Checklist C&ED No. 2015-18

For the proposed:

The Vintage

RZN-15-002
Rezone of 45-Acre Parcel from Medium-Density Residential (R-2) Zone and Planned Development P-D(333) Zone to Low-Density Residential (R-1) Zone, Med-High Density Residential (R-3) Zone, and General Commercial (C-2) Zone.

TPM-15-004
Vesting Tentative Parcel Map to divide 45 Acres into Three Lots: 32.23-ac, 6.45-ac, and 2.68-ac

TSM-15-002
Vesting Tentative Subdivision Map to divide 32.23 Acres into 170 Single-Family Residential Lots, three bio-swale lots and one 6.05-acre Multi-Family Residential Lot

Prepared by:
City of Modesto
Community & Economic Development Department
Planning Division

August 27, 2015

Updated: September 2013

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City of Modesto
Master EIR Initial Study Environmental Checklist

I. PURPOSE

CEQA allows for the limited environmental review of subsequent projects under the City's Master Environmental Impact Report ("Master EIR" or "MEIR"). This Initial Study Environmental Checklist ("Initial Study") is used in determining whether the Rezone, Vesting Tentative Parcel Map and Vesting Tentative Subdivision Map ("The Project") is "within the scope" of the project analyzed in the Modesto Urban Area General Plan Master EIR (SCH# 2007072023) (Public Resources Code section 21157.1). When the Initial Study supports this conclusion, the City will issue a finding of conformance.

A subsequent project is "within the scope" of the Master EIR when:

1. it will have no additional significant effects on the environment that were not addressed as significant effects in the Master EIR; and

2. no new or additional mitigation measures or alternatives are required.

"Additional significant effects" means a project-specific effect that was not addressed as a significant effect in the Master EIR. [Public Resources Code Section 21158(d)]

The determination must be based on substantial evidence in the record. "Substantial evidence" means facts, reasonable assumptions predicated upon facts, or expert opinion based on facts. It does not include speculation or unsubstantiated opinion. (CEQA Guidelines Section 15384)

II. PROJECT DESCRIPTION

A. Title: The Vintage
   a. RZN-15-002: Rezone of 45-acre vacant lot from R-2 and P-D(333) to R-1, R-3 and C-2
   b. TPM-15-004: Vesting Tentative Parcel Map to divide 45 acres into three lots
   c. TSM-15-002: Vesting Tentative Subdivision Map to divide 32.23 acres into 170 single-family residential lots, three landscaped bio-swale lots and one 6.05-acre multi-family residential lot

B. Address or Location: Between Vintage Drive/Blue Bird Drive and Dale Road, north of Vintage Faire Mall

B. Applicant: Valley Ventures LLC
   4917 Stoddard Road, Modesto CA 95356

D. City Contact Person: Katharine Martin, Associate Planner

Project Manager:	Katharine Martin
Department:	Community and Economic Development, Planning Division
Phone Number:	209-577-5267
E-mail address:	kamartin@modestogov.com

E. Current General Plan Designation(s): Mixed Use (MU)

F. Current Zoning Classification(s): Medium-Density Residential (R-2) and Planned Development P-D(333)

G. Surrounding Land Uses:

North: Low Density Residential (R-1) Zone, single-family residential uses and Medium-Density Residential (R-2) Zone, residential apartments

South: Planned Development P-D(109), Vintage Faire Mall regional shopping center, and Planned Development P-D(166), residential condominiums.

East: Professional Office (P-O) Zone, medical offices and Planned Development P-D(399), convalescent care hospital

West: Low Density Residential (R-1) Zone, single-family residential uses and Planned Development P-D(166), residential condominiums.

H. Project Description, including the project type listed in Section II.C (Anticipated Future Projects) of the Master EIR (Attach additional maps/support materials as needed for complete record):

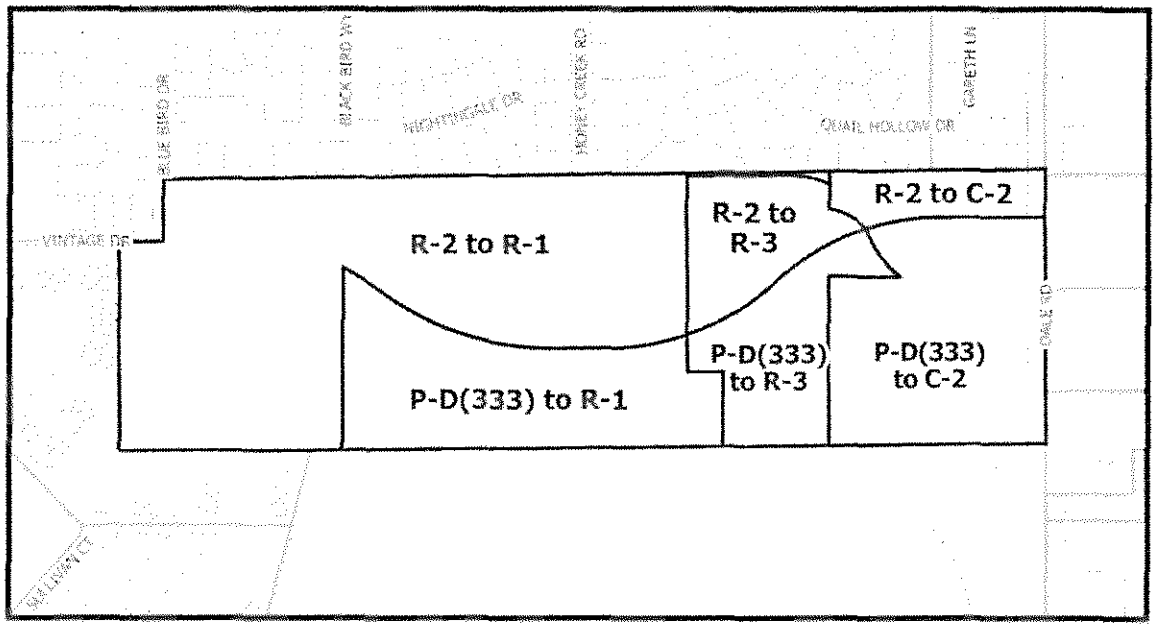
- Rezone of 45-acre parcel in the Baseline Urbanized Area from Medium Density Residential (R-2) Zone and Planned Development Zone P-D(333) to Low Density Residential (R-1) Zone (28.4 acres), Medium-High Density Residential (R-3) Zone (6.6 acres) and General Commercial (C-2) Zone (10.1 acres)

- Vesting Tentative Parcel Map to divide the 45-acre property into three lots of 32.23 acres, 6.45 acres, and 2.68 acres.

- Vesting Tentative Subdivision Map to divide the 32.23-acre lot described above into 170 single-family residential lots, three landscaped bio-swale lots and one 6.05-acre lot for multi-family residential uses.

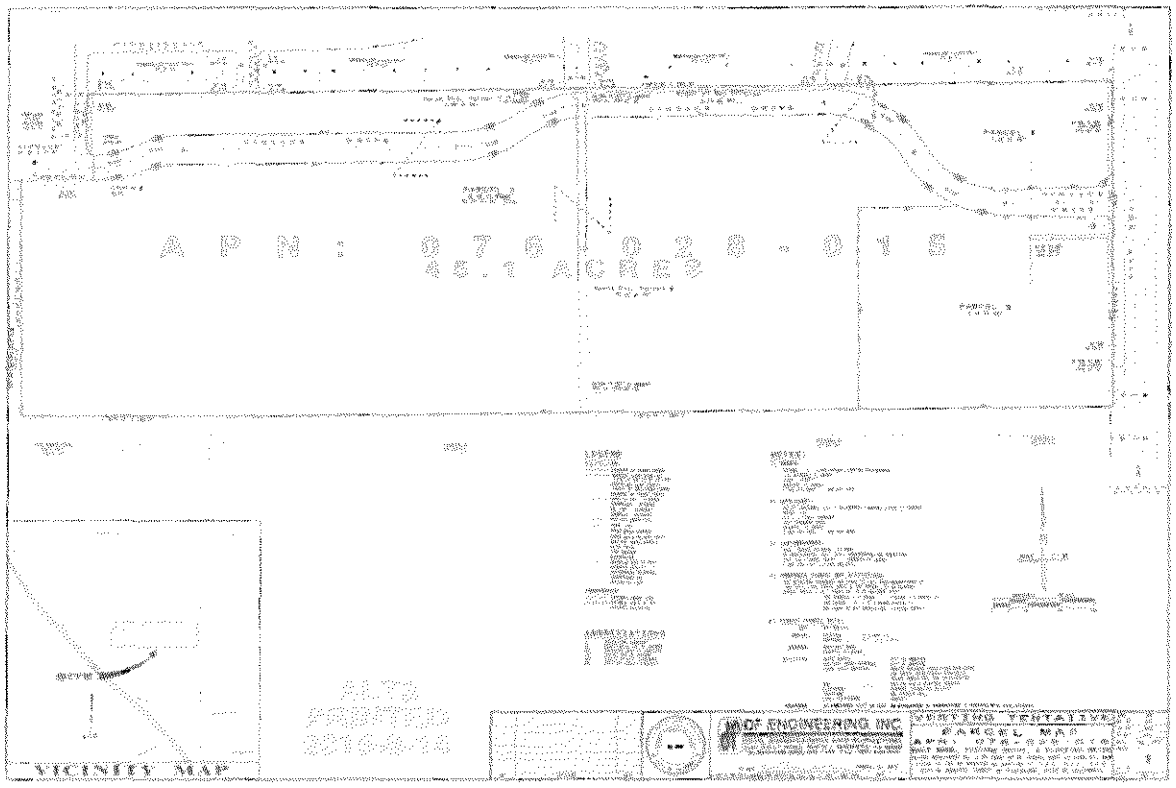
- Storm Water to be handled on-site by use of storm drain infiltration lines and landscaped bio-swales.

- Multi-family residential portion would provide for approximately 27 dwelling units per acre (135 dwelling units) to be constructed on 6.05 acres at a later date under a separate application. No commercial or multi-family development is proposed with this project. Single-family residential portion to be constructed after recordation of a Final Map as individual lots are sold.

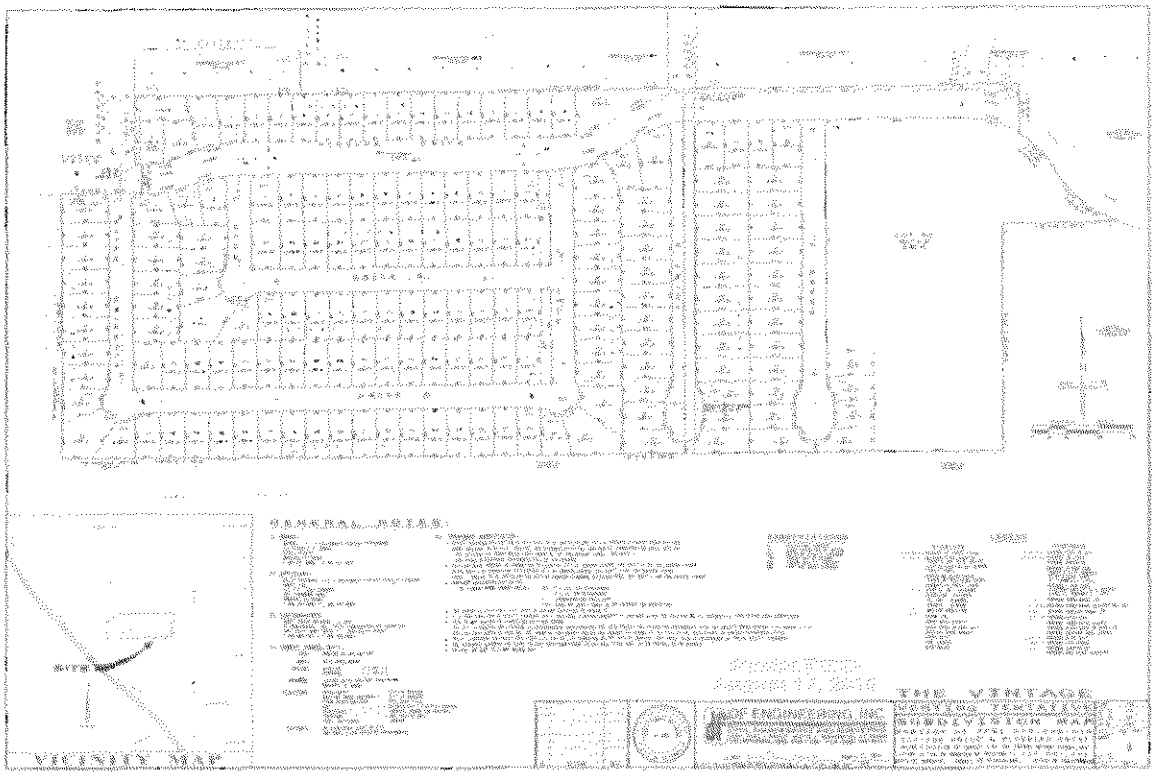


AREA MAP OF PROPOSED
REZONE FROM P-D(333) AND R-2 TO R-1, R-3 AND C-2

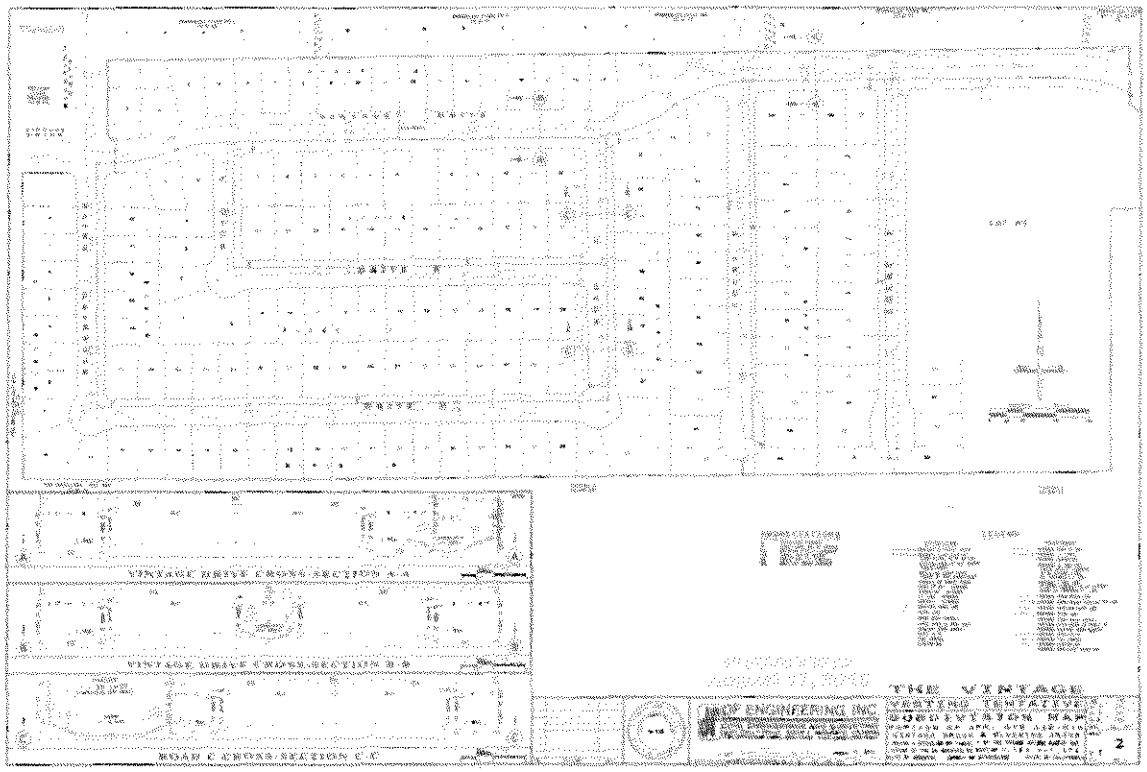
RZN-15-002



PROPOSED VESTING TENTATIVE PARCEL MAP
TPM-15-004



PROPOSED VESTING TENTATIVE SUBDIVISION MAP
TSM-15-002



IMPROVEMENT PLANS FOR PROPOSED VESTING TENTATIVE SUBDIVISION MAP
TSM-15-002

I. Other Public Agencies Whose Approval is Required: None.

III. FINDINGS/DETERMINATION (SELECT ONE ON THE BASIS OF THE ANALYSIS IN SECTION IV)

1. _X_ Within the Scope - The project is within the scope of the Master EIR and no new environmental document or Public Resources Code Section 21081 findings are required. All of the following statements are found to be true:

A. The subsequent project will have no additional significant effect on the environment, as defined in subdivision (d) of Section 21158 of the Public Resources Code, that was not identified in the Master EIR.

B. No new or additional mitigation measures or alternatives are required.

C. The subsequent project is within the scope of the project covered by the Master EIR.

D. All applicable policies, regulations, and mitigation measures identified in the Master EIR have been applied to the subsequent project or otherwise made conditions of approval of the subsequent project.

E. No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified, and no new information, which was not known and could not have been known at the time that the Master EIR was certified as complete, has become available.

2. ____ Mitigated Negative Declaration Required - On the basis of the above determinations, the project is not within the scope of the Master EIR. A mitigated negative declaration will be prepared for the project. The following statements are all found to be true:

A. The subsequent project is within the scope of the project covered by the Master EIR.

B. All applicable policies, regulations, and mitigation measures identified in the Master EIR have been applied to the subsequent project or otherwise made conditions of approval of the subsequent project.

C. The project will have one or more potential new significant effects on the environment that were not addressed as significant effects in the Master EIR. New or additional mitigation measures are being required of the project that will reduce the effects to a less-than-significant level.

D. No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified, and no new information, which was not known and could not have been known at the time that the Master EIR was certified as complete, has become available.

3.____ Focused EIR Required- On the basis of the above determinations, the project is not within the scope of the Master EIR. A Focused EIR will be prepared for the project. All of the following statements are found to be true:

A. The subsequent project is within the scope of the project covered by the Master EIR.

B. All applicable policies, regulations, and mitigation measures identified in the Master EIR have been applied to the subsequent project or otherwise made conditions of approval of the subsequent project.

C. The project will have one or more new significant effects on the environment that were not addressed as significant effects in the Master EIR. New or additional mitigation measures or alternatives are required as a result.

D. No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified, and no new information, which was not known and could not have been known at the time that the Master EIR was certified as complete, has become available.

Project Manager	Title	Date

4. Within the Scope Analysis of this Document:

The Master EIR allows projects to be found within the scope of the MEIR if certain criteria are met. If the following statements are found to be true for all 21 impact categories included in this Initial Study, then the proposed project is addressed by the MEIR analysis and is within the scope of the MEIR. Any "No" response must be discussed.

		YES	NO
(1)	The lead agency for subsequent projects shall be the City of Modesto or a responsible agency identified in the Master EIR.	☒	☐
(2)	City policies which reduce, avoid, or mitigate environmental effects will continue to be in effect and, therefore, would be applied to subsequent projects where appropriate. The policies are described in the list of policies in place and mitigation measures attached to the Initial Study template. Project impacts would be mitigated to a less-than-significant level using MEIR mitigations only.	☒	☐
(3)	Federal, State, regional, and Stanislaus County regulations do not change in a manner that is less restrictive on development than current law (i.e., would not offer the same level of protection assumed under the Master EIR).	☒	☐
(4)	No specific information concerning the known or potential presence of significant resources is identified in future reports, or through formal or informal input received from responsible or trustee agencies or other qualified sources.	☒	☐
(5)	The development will occur within the boundaries of the City's planning area as established in this Urban Area General Plan.	☒	☐
(6)	Development within the project will comply with all appropriate mitigation measures contained and enumerated in the 2008 General Plan Master EIR.	☒	☐

5. Currency of the Master EIR Document

The MEIR should be reviewed on a regular basis to determine its currency, and whether additional analysis/mitigation should be incorporated into the MEIR via a Supplemental or Subsequent EIR (CEQA Section 21157.6). Staff has reviewed Sections 1 through 21 of this document in light of the criteria listed below to determine whether the MEIR is current. The analysis contained within the Master EIR is current as long as the following circumstances have not changed. Any "no" response must be explained.

		YES	**NO**
(1)	Certification of the General Plan Master EIR occurred less than five years prior to the filing of the application for this subsequent project.	☐	☒
(2)	This project is described in the Master EIR and its approval will not affect the adequacy of the Master EIR for any subsequent project because the City can make the following findings:	☒	☐
(a)	No substantial changes have occurred with respect to the circumstances under which the Master EIR was certified.	☒	☐
(b)	No new information, which was not known and could not have been known at the time the Master EIR was certified as complete, has become available.	☒	☐
(c)	Policies remain in effect which require site-specific mitigation, and avoidance or other mitigation of impacts as a prerequisite to future development.	☒	☐

Discussion:

(1) The General Plan Master EIR was certified on October 14, 2008, so more than five years has passed since the MEIR was certified. However, the analysis contained in the MEIR is still adequate for subsequent projects, as documented in the discussion below.

(2) The project is consistent with the analysis contained in the MEIR. This is documented in the discussion of the individual issue areas of this initial study.

(2)(a) There have been no substantive changes to the General Plan since the MEIR was certified that would create additional significant environmental effects that were not analyzed by the MEIR.

(2)(b) There has been no new information that would affect the adequacy of the analysis contained in the MEIR.

(2)(c) All policies contained in the MEIR that require site-specific mitigation or avoidance of impacts remain in effect and will be applied to the project as appropriate.

IV. ENVIRONMENTAL ANALYSIS

This Initial Study, in accordance with Section 21157.1(b) of the Public Resources Code, discloses whether the proposed project may cause any project-specific significant effect on the environment that was not examined in the Final Master EIR (MEIR) for the General Plan and whether new or additional mitigation measures or alternatives may be required as a result. The Initial Study thereby documents whether or not the project is "within the scope" of the Master EIR.

Pursuant to Public Resources Code Section 21157.1, no new environmental document or findings are necessary for projects that are determined to be within the scope of the MEIR. Adoption of the findings specified in Section III.1, above after completion of the Initial Study fulfills the City's obligation in that situation.

All environmental effects cited reflect 2025 conditions resulting from the Urban Area General Plan, as identified in the Master EIR.

The environmental impact analysis in the Master EIR for the Urban Area General Plan is organized in twenty-one subject areas. The following analysis is based on the impact analyses contained in Chapter V of the Master EIR. For ease of reference, the sections are numbered in the same order as the analyses in Chapter V.

1. TRAFFIC AND CIRCULATION

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable traffic and circulation impacts expected after application of mitigations/policies:

Direct Impacts

Effect: Increased automobile traffic will result in roadway segments (see MEIR on Table 1-7, pages V-1-32 to V-1-34) operating at LOS D, Modesto's significance threshold for automobile traffic, or lower (LOS E or F).

Effect: The substantial increase in traffic relative to the existing load and capacity of the street system will cause, either individually or cumulatively, the violation of automobile service standards established by StanCOG's Congestion Management Plan for designated roads and highways.

Effect: A substantial increase in automobile vehicle miles traveled and automobile vehicle hours of travel and a decrease in average automobile vehicle speed (see MEIR Table 1-6, page V-1-31).

Cumulative Impacts

Effect: Potential for growth inducement or acceleration of development resulting from highway and local road projects.

Effect: Substantial increase in traffic in relation to the existing traffic load and capacity of the street system, including a violation, either individually or cumulatively, of an automobile LOS standard established by the Congestion Management Plan for designated roads and highways.

Effect: Increased demand for capacity-enhancing alterations to existing roads or automobile traffic reduction.

Other impact categories affected by Traffic and Circulation are addressed throughout this Initial Study (see also Section 2, Degradation of Air Quality; Section 3, Generation of Noise; Section 7 Loss of Sensitive Wildlife and Plant Habitat; Section 8, Disturbance of Archaeological/Historic Sites; Section 14 Increased Demand for Fire Services; Section 18, Energy; Section 19, Visual Resources; Section 20, Land Use and Planning, and Section 21, Climate Change).

b. Master EIR and/or New Mitigation Measures Applied to the Project

Traffic and Circulation mitigation measures pertinent to this project are found on MEIR pages V-1-9 through V-1-28. All mitigation measures appropriate to the project, including any new measures, will be incorporated into or made conditions of approval of this project and are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

The appropriate mitigation to be applied to this project includes none from the MEIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-1.B of the Master EIR provides analysis of Traffic and Circulation impacts of development of the General Plan, the following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: A subsequent development project will have a new significant effect on the environment if it would exceed the following criteria:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
1. TRAFFIC AND CIRCULATION				
1) The proposed project exceeds traffic generation assumptions in the Master EIR for the site by 100 trips or more and City Engineering and Transportation staff has determined that the project would have additional potentially significant project-specific effects that are not avoided or reduced by the Master EIR's mitigation measures.	☐	☐	☒	☐
2) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?	☐	☐	☒	☐
3) The proposed project would cause additional roadway segments in the General Plan area to exceed LOS D and/or cause additional violations of standards in the Congestion Management Plan, and/or cause an increase in automobile vehicle miles or vehicle hours of travel or a decrease in automobile travel speed, as compared to the impacts disclosed in the Master EIR.	☐	☐	☐	☒
4) The proposed project would cause emergency response times to exceed acceptable standards established by the Fire Department, as compared to impacts disclosed in the Master EIR (see Section 14, Increased Demand for Fire Services).	☐	☐	☐	☒
5) The proposed project would result in less parking than required by the Municipal Code or as determined by staff.	☐	☐	☐	☒
6) The proposed project would conflict with adopted policies, plans, or programs that support alternative transportation, including, but not limited to the Regional Transportation Plan, the Sustainable Communities Strategy, the Bicycle Action Plan, and so on.	☐	☐	☐	☒
7) The proposed project would result in an increase	☐	☐	☒	☐

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
in automobile vehicle miles traveled on a per capita basis, in excess of that considered in the Urban Area General Plan MEIR.				

Discussion:

(1-3) The project site's land use is designated as Mixed Use (MU) in the City's General Plan, which allows for residential, commercial and professional office uses. Historically, the site was zoned for Low Density Residential uses, then rezoned to Medium Density Residential and Planned Development P-D(333) for Professional Office uses in 1982. Prior site plans for the site and residential subdivisions to the north assumed the connection of Oriole Drive, Honey Creek Road, and Canary Drive to Vintage Drive. As residential subdivisions to the north were developed, those streets were stubbed at the northerly property line of the project site in anticipation of connecting to Vintage Drive.

The project proposes rezoning the site to facilitate a vesting tentative subdivision map for 170 single-family residential lots, and one 6.05-acre lot for multi-family residential uses. The project also proposes the extension of Vintage Drive east from the intersection of Vintage Drive and Blue Bird Drive to Dale Road as a 60-foot wide collector street, and the continuation of Blue Bird Drive 450-feet south of Vintage Drive into the development as a 50-foot wide local residential street. Local residential streets Oriole Drive and Canary Drive would be closed off at the northerly property line of the project site. The plan proposes closing Honey Creek Road at the same position, but the option of continuing Honey Creek Road south to Vintage Drive is also being considered.

A traffic study ("Traffic Impact Analysis for The Vintage, Modesto CA", dated September 22, 2015 (Appendix A) has been prepared by KD Anderson & Associates (KDA). The study considered specific and cumulative traffic impacts associated with the project, and considered both options for Honey Creek Road: closure at the northerly property line, and continuance to intersect with Vintage Drive. The study analyzed current traffic conditions based on daily traffic volumes and P.M. peak hour volumes, estimated trip generation and distribution of traffic associated with the project (studying both options for Honey Creek Drive), and considered the impacts of the project within the context of the City's General Plan forecast for conditions anticipated by the year 2025. The study concluded that immediate and cumulative traffic impacts associated with development of the project, with or without the connection of Honey Creek Road to Vintage Drive, are not significant, and that no further mitigation is required.

(4) Police and Fire Staff have reviewed the project and indicated no concerns with emergency access.

(5) Parking spaces will be provided in accordance to the residential and commercial requirements of the Modesto Municipal Code.

(6) The project would not conflict with adopted policies, plans, or programs that support alternative transportation, including, but not limited to the Regional Transportation Plan, the Sustainable Communities Strategy, the Bicycle Action Plan. The project was referred to the City's Transit and Transportation Engineering and Design departments, who indicated no concerns.

(7) Based on the findings of the above-mentioned traffic study, the proposed project would not result in a significant increase in automobile vehicle miles traveled (per capita) in excess of what was considered in the Urban Area General Plan.

2. DEGRADATION OF AIR QUALITY

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable air quality impacts expected after application of mitigations/policies:

Direct Impacts

Effect: Expected automobile traffic will result in increased operational emissions of reactive organic gases (ROG) and oxides of nitrogen (NO_X) (see MEIR Table 2-8, page V-2-27).

Effect: Expected automobile traffic will result in increased emissions of particulate matter 10 microns or less (PM_{10}) and 2.5 microns or less in diameter ($PM_{2.5}$) (see MEIR Table 2-8, page V-2-27).

Effect: Expected automobile traffic will result in increased carbon monoxide (CO) levels in the project area (see MEIR Table 2-7, page V-2-26, and Table 2-8, page V-2-27).

Cumulative Impacts

The Master EIR indicates the same impacts identified as direct impacts above will contribute to regional impacts on air quality for the criteria pollutants ROG, NO_X, PM_{10}, and $PM_{2.5}$.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Air quality mitigation measure(s) pertinent to the proposed project are found on pages V-2-13 through V-2-24 of the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project and are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

The appropriate mitigation to be applied to this project includes AQ-42 through AQ-44, and AQ-46 through AQ-56 from the MEIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-2.B of the Master EIR is the analysis of air quality impacts resulting from development of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project -specific effect not analyzed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
2. DEGRADATION OF AIR QUALITY				
1) The proposed project exceeds the project-level emissions thresholds established for CO, ROG, NO_x, PM_{10}, and $PM_{2.5}$ by the San Joaquin Valley Air Pollution Control District (SJVUAPCD) and is not consistent with the development assumptions for the project site, as established in the Urban Area General Plan and Master EIR.	☐	☐	☒	☐
2) The proposed project does not incorporate the best management practices established by the SJVAPCD for CO, ROG, NO_x, PM_{10}, and $PM_{2.5}$.	☐	☐	☒	☐
3) The proposed project does not comply with the air quality policies in the Modesto Urban Area General Plan.	☐	☐	☐	☒
4) The proposed project would expose sensitive receptors to pollutant concentrations in excess of those expected to occur as a result of implementation of the Urban Area General Plan.	☐	☐	☒	☐
5) The proposed project would create objectionable odors affecting a substantial number of people.	☐	☐	☒	☐

Discussion:

(1) The project proposes development of 170 single-family residential lots, and future development of multi-family residential uses and commercial uses under separate applications. Emissions associated with the project would result from construction-related activity and an increase in traffic volumes. The net increase in emissions generated by these activities and other secondary sources would not exceed the thresholds of significance recommended by the San Joaquin Valley Air Pollution Control District or the development assumptions established in the Master EIR.

(2) The project was referred to the San Joaquin Valley Unified Air Pollution Control District (SJVUAPCD) for comments. Best management practices established by the SJVAPCD for CO, ROG, NO_x, PM_{10}, and $PM_{2.5}$ have been incorporated as conditions of approval. The project is required to comply with SJVUAPCD Rule VIII (Fugitive Dust Rules) per MEIR Mitigation Measures MEIR AQ-42 – MEIR AQ-56, which identifies control measures for PM10 emissions during the construction phase, as described above.

In addition, the project is subject to SJVAPCD rule 9510 (Indirect Source Review). This rule fulfills the SJVAPCD's emission reduction commitments in the PM10 and Ozone Attainment Plans through design features or by payment of applicable off-site mitigation fees.

(3) The project is consistent with the City's policies regarding air quality. Therefore, project-specific effects will be less than significant.

(4) The project site is surrounded on two sides by single- and multi-family residential uses and a regional commercial shopping mall to the south. The project is not in itself a significant contributor to air pollution levels. The primary source of air pollution associated with the project would be residential traffic related, and would not result in a significant impact. The PM10 emissions created through construction activity will be mitigated as called for by the MEIR with the measures listed above.

(5) Construction activities for the project could potentially include the application of architectural coatings and asphalt paving materials that could generate localized temporary odors. The use of diesel-powered construction equipment could also generate localized temporary odors. Construction activities will be mitigated as called for by the MEIR with the mitigation measures listed above.

3. GENERATION OF NOISE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable noise impacts expected after application of mitigations/policies:

Direct Impacts

Effect: Future automobile traffic noise levels and roadway construction and maintenance activities resulting from development of the Urban Area General Plan will exceed the City's noise thresholds at various locations, but particularly in areas adjacent to heavily traveled roadways (see MEIR Table 3-3, page V-3-10, and Figure VII-2 and Table 3-6, pages V-3-18 and V-3-19).

Effect: Expected noise from airport operations and airport construction projects may expose up to 468 dwellings and three churches to noise levels of 65 dB CNEL and up to eight dwellings to noise levels of 70 dB CNEL.

Effect: Expose noise-sensitive land uses to noise from the construction of bicycle and transit projects.

Effect: Expose noise-sensitive land uses to noise from freight and passenger rail operations.

Cumulative Impacts

Effect: Traffic from development in the City of Modesto would, when combined with traffic from new development in the County and other cities, contribute to a cumulative increase in roadside noise levels on major roads and highways throughout Stanislaus County.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Noise policies and mitigation measures pertinent to the project being analyzed in this Initial Study are found on pages V-3-11 through V-3-15 of the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project and any new measures are listed in Section V, Mitigation Applied to Project.

Discussion:

The appropriate mitigation to be applied to this project includes N-3 from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-3.B of the MEIR discloses noise impacts resulting from development of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project -specific effect not analyzed in the Master EIR.

Significance Criteria: Determination of the proposed project's effects are based on the following thresholds. Project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
3. GENERATION OF NOISE				
1) The proposed project will exceed the standards for noise level and hours of operation established by the Modesto noise ordinance.	☐	☐	☐	☒
2) The proposed project will not comply with the noise policies of, or otherwise be inconsistent with, the Modesto Urban Area General Plan.	☐	☐	☐	☒
3) The proposed project will result in an increase in ambient noise levels in the project vicinity above those disclosed in the Master EIR.	☐	☐	☐	☒
4) The proposed project will result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels disclosed in the Master EIR implementation of the Urban Area General Plan.	☐	☐	☒	☐

Discussion:

(1) The project would not generate a significant amount of noise. Construction activities could potentially cause a temporary increase in noise levels; however, mitigation measure N-3 will be applied to the project, which would mitigate those impacts to a less than significant level.

(2) The project would comply with the noise policies of the General Plan.

(3-4) Aside from temporary construction-related noise which will be mitigated through the application of mitigation measure N-3, the project would not in itself cause an increase in ambient noise above those disclosed in the General Plan MEIR.

4. EFFECTS ON AGRICULTURAL LANDS

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on agricultural lands expected after application of mitigations/policies:

Direct Impacts

Effect: Between 1995 and 2025, development of the Urban Area General Plan may convert up to approximately 26,000 acres of farmland in various categories in the Planned Urbanizing Area to urban uses.

Effect: Approximately 1,200 acres of urban development along a 28.5-mile boundary 350 feet wide between urban and agricultural uses could be affected by continued agricultural operations, including noise, dust, and chemical overspray or drift.

Cumulative Impacts

Effect: Growth within Modesto's planning area would contribute considerably to the loss of agricultural land within Stanislaus County, accounting for the conversion of as much as approximately 26,000 acres of farmland in various categories in the Planned Urbanizing Area from 1995 to 2025.

b. Master EIR and/or New Mitigation Measures Pertinent to the Project

Agricultural land mitigation measures pertinent to the proposed project are found on pages V-4-6 to and V-4-8 of the Master EIR. All mitigation measures appropriate to the project and any new mitigation to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project.

Discussion:

No mitigation measures regarding agricultural lands from the MEIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-4.B of the Master EIR discloses the impacts resulting from the implementation of the Urban Area General Plan on agricultural lands. The following is an analysis of whether the proposed project would result in a new, significant, project -specific effect not previously analyzed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
4. EFFECTS ON AGRICULTURAL LANDS				

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
1) The proposed project is inconsistent with the Urban Area General Plan's policies relating to agricultural land.	☐	☐	☐	☒
2) The proposed project will either directly or indirectly result in the development of land outside the 2008 Urban Area General Plan's planning area boundary.	☐	☐	☐	☒
3) The proposed project will conflict with existing zoning for agricultural use, or there is an existing Williamson Act contract on the project site.	☐	☐	☐	☒
4) The proposed project will involve other changes in the existing environment not anticipated in the Master EIR which, due to their location or nature, could result in conversion of farmland to non-agricultural use.	☐	☐	☐	☒

Discussion:

(1-2) The project site is a vacant parcel located within the Baseline Urbanized Area and is completely surrounded by urban uses. The project would not be inconsistent with General Plan policies regarding agricultural land, and would not directly or indirectly result in development of land outside of the General Plan boundary.

(3) The property is currently zoned for Medium Density Residential (R-2) uses and Professional Office uses (as permitted by Planned Development Zone P-D (333)). The site is classified as Vacant or Disturbed Land by the California Department of Conservation, is not zoned for agricultural uses and is not subject to a Williamson Act contract.

(4) The project would not cause changes to the environment that could cause the conversion of farmland to a non-agricultural use. The surrounding properties are developed with single- and multi-family residential uses, a regional shopping mall, and professional office uses.

5. INCREASED DEMAND FOR LONG-TERM WATER SUPPLIES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on long-term water supplies expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts have been disclosed in the Master EIR.

Cumulative Impacts

Effect: Operational yields of the Modesto and Turlock subbasins, both of which underlie the City of Modesto, are unknown, although the City is participating in a study with the United States Geological Survey in order to quantify the operational yields of both subbasins. Groundwater withdrawals from both basins by the City, when combined with other users' withdrawals, may result in overdrafting both subbasins.

Effect: Despite available options, during drought years, significant water shortages are forecast for the San Joaquin River basin, which includes both the Modesto and Turlock subbasins, by 2020. Modesto would make a cumulatively considerable contribution to the cumulative impact on water supply under drought conditions.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Water supply mitigation measures pertinent to the proposed project are found on pages V-5-6 through V-5-12 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

No mitigation measures regarding water supply from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-5.B of the Master EIR discloses impacts on long-term water supplies resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
5. INCREASED DEMAND FOR LONG-TERM WATER SUPPLIES				
1) The proposed project is inconsistent with water supply policies in the Urban Area General Plan.	☐	☐	☐	☒
2) Water demand for the proposed project will exceed estimates for similar projects or for development on the project site anticipated in the Urban Area General Plan or sufficient water supplies are not otherwise available to serve the project from existing entitlements and resources.	☐	☐	☐	☒
3) The proposed project would deplete groundwater supplies to a greater degree than anticipated in the	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Urban Area General Plan or would interfere with groundwater recharge.				

Discussion:

(1) The project is consistent with the water supply policies in the General Plan.

(2) The project was referred to the Land Development Engineering Department, who indicated no concerns with water supply demands of the project.

(3) The proposed project is consistent with the ground water demands assumed in the General Plan. The project would not have a significant effect on ground water recharge or depletion of long-term water supplies.

6. INCREASED DEMAND FOR SANITARY SEWER SERVICES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on sanitary sewer services after application of mitigations/policies:

Direct Impacts

Effect: Development resulting from implementation of the Urban Area General Plan will require substantial new sewage treatment and disposal capacity, treatment plant improvements, sewer mains and collection lines, and pump stations. The Wastewater Master Plan anticipates the need for these facilities and its EIR evaluates the impact of developing those facilities. Potential impacts include degradation of water quality through erosion and chemical releases; localized flooding; construction noise; exposure of construction workers and the public to hazardous materials; and on the habitat of the elderberry longhorn beetle, burrowing owl, and Swainson's hawk, as well as certain other regulated habitats. All of these impacts are mitigated to a less-than-significant level.

Additional impacts that are not mitigated to a less-than-significant level include loss of farmland cause by construction of the Phase IA tertiary treatment facility at the Jennings Road Secondary Treatment Facility, an increase in pollutant loads from increased wastewater flows to the San Joaquin River, and an increase in noise and criteria air pollutants due to construction activities, including traffic.

Cumulative Impacts

Effect: No additional cumulative impacts were identified in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Sewer service mitigation measures pertinent to the proposed project are found on pages V-6-3 through V-6-8 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-6.B of the Master EIR discloses impacts on the Increased Demand for Sanitary Sewer Service resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
6. INCREASED DEMAND FOR SANITARY SEWER SERVICES				
1) The proposed project is inconsistent with wastewater policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project will generate sewage flows greater than those anticipated in the Urban Area General Plan for the project site.	☐	☐	☐	☒
3) The proposed project will result in a determination by the wastewater treatment provider which serves or may serve the project that it has inadequate capacity to serve the project's projected demand in addition to the provider's existing commitments.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the wastewater policies in the General Plan.

(2-3) The project was referred to Land Development Engineering staff, who indicated no concerns with generation of sewer flows or capacity generated by the project.

7. LOSS OF SENSITIVE WILDLIFE AND PLANT HABITAT

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on sensitive wildlife and plant habitat expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant impacts on sensitive wildlife and plan habitat are expected to occur with the application of the policies contained in the Urban Area General Plan.

Cumulative Impacts

Effect: Implementation of the Urban Area General Plan will contribute to the cumulative impact of habitat loss in the San Joaquin Valley. Requiring density development than has occurred in the past or that is expected in the future would minimize the City's contribution to the cumulative loss of habitat. Nonetheless, this is a significant and unavoidable impact.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Wildlife and plant habitat mitigation measures pertinent to the proposed project are found on pages V-7-17 through V-7-24 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

No mitigation measures regarding agricultural lands from the MEIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-7.B of the Master EIR discloses impacts on the Loss of Sensitive Wildlife and Plant Habitat resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
7. LOSS OF SENSITIVE WILDLIFE AND PLANT HABITAT				
1) The project is inconsistent with the policies pertaining to the loss of sensitive wildlife and plant	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
habitat contained in the Urban Area General Plan.				
2) Consultation with the California Department of Fish and Game or the U.S. Fish and Wildlife Service determines that the project would have a significant effect on a candidate, sensitive, or special status species in excess of the impact disclosed in the Master EIR.	☐	☐	☐	☒
3) The proposed project would have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act through direct removal, filling, hydrological interruption, or other means, in excess of the impact disclosed in the Master EIR.	☐	☐	☐	☒
4) The proposed project would substantially interfere with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.	☐	☐	☐	☒
5) Conflict with local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.	☐	☐	☐	☒
6) The proposed project would conflict with provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan.	☐	☐	☐	☒

Discussion:

(1-2) The project site is a vacant parcel within the Baseline Urbanized Area that is surrounded by residential and commercial uses. The project would not be inconsistent with General Plan policies regarding sensitive plant and wildlife habitat. The California Department of Fish and Wildlife were consulted in the course of preparing the General Plan MEIR.

(3) The project site is not located within a wetland area and does not qualify as a federally protected wetland per Section 404 of the Clean Water Act.

(4) The project site is a vacant parcel that is not within a biologically sensitive site as defined by Figures V-7-1a through V 7-1e of the MEIR.

(5) The project would not interfere with local policies or ordinances protecting biological resources.

(6) The proposed project would not conflict with any adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan.

8. DISTURBANCE OF ARCHAEOLOGICAL/HISTORICAL SITES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on archaeological/historical sites expected after application of mitigations/policies:

Direct Impacts

Effect: Modification resulting in a substantial adverse change in the significance of a historic resource or the demolition of a listed or eligible historic resource.

Effect: The modification or demolition of a structure more than 50 years in age may be significant.

Effect: Discovery of archaeological resources in areas outside of the riparian corridors, as a result of construction activities.

Effect: Construction in an area of high archaeological sensitivity.

Cumulative Impacts

Effect: No additional cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Archaeological or historic mitigation measures pertinent to the project being analyzed in this Initial Study are found on page V-8-16 through V-8-20 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project:

Discussion:

The appropriate mitigation to be applied to this project includes the measures specified in Table V-8-1(b-f) from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-8.B of the MEIR discloses impacts on archaeological/historical resources resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project -specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
8. DISTURBANCE OF ARCHAEOLOGICAL/ HISTORICAL SITES				
1) The proposed project is inconsistent with the archaeological/historical resource policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would demolish a building eligible for listing as a historic resource or remove a landmark from the Modesto inventory.	☐	☐	☐	☒
3) The proposed project would modify or demolish a structure more than 50 years in age.	☐	☐	☐	☒
4) The project would adversely affect a cultural resource that is either listed or eligible for listing in the California Register of Historical Resources.	☐	☐	☐	☒
5) Conflict with local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the archeological and historical resource policies in the General Plan.

(2-3) The project site is vacant land with no structures.

(4) The project would not affect a resource that is listed or eligible for listing in the California Register of Historic Resources.

(5) The project would not conflict with local policies affecting biological resources.

9. INCREASED DEMAND FOR STORM DRAINAGE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on storm drainage expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: The population of Stanislaus County is projected to increase in a fashion similar to that of Modesto, resulting in additional urban development and associated increases in impervious surface area and associated increases in storm water runoff. Cumulative hydrologic impacts of storm water flows from Modesto urban areas and other areas of the County could occur due to the fixed capacity of MID and TID irrigation canals to convey drainage west to the San Joaquin River. If drainage channels in some areas prove insufficient to handle the increased drainage discharges, existing storm water runoff from urban and agricultural areas during large storm events would have to be interrupted until water levels receded to a point allowing the resumption of discharges to the channel. Ceasing discharges to drainage channels could cause inundation in and around the drainage conveyance pipeline systems, surface drainage channels, detention basins, and other urban areas. This cumulative impact is considered significant and unavoidable.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Storm Drainage mitigation measures pertinent to the project being analyzed in this Initial Study are found on pages V-9-4 through V-9-9. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project:

Discussion:

The appropriate mitigation to be applied to this project includes: SD-9 from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-9.B of the MEIR discloses impacts on the demand for storm drainage resulting from development of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
9. INCREASED DEMAND FOR STORM DRAINAGE				
1) The proposed project is inconsistent with the storm drainage policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or offsite, as compared to impacts anticipated to result from the Urban Area General Plan or create substantial unanticipated sources of polluted runoff.	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
3) The proposed project does not utilize Low Impact Development strategies to reduce runoff from the site and increase infiltration, resulting in no net increase in runoff before and after development.	☐	☐	☐	☒

Discussion:

(1) The proposed project is consistent with the storm drainage policies in the Urban Area General Plan.

(2) The project was referred to the Land Development Engineering Department who indicated no concerns with storm water runoff. The project will not contribute additional water runoff that would exceed the capacity of the storm drainage system.

(3) The project will utilize low impact strategies and meet the standards contained in the "Guidance Manual for New Development-Storm Water Quality Control Measures." This requirement will be implemented as a condition of project approval.

10. FLOODING AND WATER QUALITY

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on flooding and water quality expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Flooding and Water Quality mitigation measures pertinent to the project being analyzed in this Initial Study are found on pages V-10-6 through V-10-9 of the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project:

Discussion:

The appropriate mitigation to be applied to this project includes: FWQ-13 from the Master EIR. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-10.B of the Master EIR provides analysis of Flooding and Water Quality impacts of development of the General Plan, the following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not previously analyzed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
10. FLOODING AND WATER QUALITY				
1) The proposed project is inconsistent with the flooding and water quality policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project does not comply with the regulatory requirements of the federal Clean Water Act or the State Porter-Cologne Act.	☐	☐	☐	☒
3) The proposed project would place more housing within a 100-year flood hazard zone than assumed in the Urban Area General Plan.	☐	☐	☐	☒
4) The proposed project would place structure within a 100-year flood hazard area so that they would impede or redirect floodwater or would substantially alter the existing on-site drainage pattern or a watercourse, in such a way as to cause flooding on- or offsite.	☐	☐	☐	☒
5) The proposed project does not comply with Modesto's Guidance Manual for New Development Storm Water Quality Control Measures.	☐	☐	☐	☒
6) The proposed project would violate water quality standards or waste discharge requirements.	☐	☐	☐	☒
7) The proposed project would substantially alter the existing drainage pattern of the site or area or a watercourse in a manner that would result in substantial erosion or siltation on- or offsite in excess of the assumptions of the Urban Area General Plan.	☐	☐	☐	☒
8) The proposed project would create or contribute runoff, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff, not expected as part of Urban Area General Plan implementation.	☐	☐	☐	☒

Discussion:

(1) The proposed project is consistent with the flooding and water quality policies in the Urban Area General Plan.

(2) The project would comply with the Federal Clean Water Act and the Porter Cologne Act requirements.

(3-4) The project site is not within a 100-year flood hazard zone as established by the Federal Emergency Management Agency (FEMA)

(5) The project will comply with the Guidance Manual for New Development Storm Water Quality Control Measures (MIER Policy SD-11). This will be implemented as a condition of project approval.

(6) The project will not violate water quality standards or waste discharge requirements.

(7) The project would not substantially alter the existing drainage pattern of the site, area or a watercourse in a manner that would result in erosion or siltation.

(8) The City's Land Development Engineering Staff have reviewed the project and indicated no concerns that the project would cause significant flooding or unanticipated sources of runoff. The project will not contribute additional water runoff that would exceed the capacity of the storm drainage system.

11. INCREASED DEMAND FOR PARKS AND OPEN SPACE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on parks and open space expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Parks and open space mitigation measures pertinent to the proposed project are found on pages V-11-3 through V-11-9 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project:

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-11.B of the MEIR discloses impacts of the Urban Area General Plan on parks and open space. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. Project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
11. INCREASED DEMAND FOR PARKS AND OPEN SPACE				
1) The proposed project is inconsistent with the parks and open space policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would eliminate parks or open space.	☐	☐	☐	☒
3) The proposed project would cause an increase in the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility in question would occur or be accelerated or the proposed project would include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the parks and open space policies in the General Plan.

(2) The project would not eliminate an existing park or designated open space. The project is on a vacant site currently zoned for Medium Density Residential and Professional Office uses. The project proposes rezoning to Low Density- and Medium-High Density Residential, and General Commercial uses.

(3) The project would result in an increase in the use of existing park facilities; however, deterioration or other physical changes to the facilities are not expected to occur as a result of the project. The project was referred to the City's Parks Planning Division, who indicated no concerns with impacts to nearby parks.

12. INCREASED DEMAND FOR SCHOOLS

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on school facilities expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR. By statute, the impact of new students is considered to be mitigated below a level of significance by payment of school impact fees and the exercise of any or all of the financing options set out in Government Code Section 65997.

Cumulative Impacts

Effect: Similar to direct impacts of implementation of the Urban Area General Plan, no residual significant direct impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Mitigation relies upon the implementation of the policies in place under the Modesto Urban Area General Plan. As long these policies are applied to all subsequent projects, no new mitigation is necessary. Further, payment of school impact fees and compliance with SB 50 is statutorily deemed to be full mitigation of school impacts (Government Code Section 65995).

The following schools mitigation measures on pages V-12-5 through V-12-7 of the Master EIR are pertinent to the proposed project. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project. Those measures are listed in Section V, Mitigation Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-12.B of the Master EIR discloses impacts resulting from implementation of the Urban Area General Plan associated with increased demand for schools. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
12. INCREASED DEMAND FOR SCHOOLS				
1) The proposed project is inconsistent with the policies relating to schools in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project does not comply with SB 50/Proposition 1A funding provisions, or succeeding measures which state that compliance results in less-than-significant impacts on schools.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the policies relating to schools in the General Plan.

(2) The project was referred to Modesto City Schools and the Salida School District, who indicated no opposition to the project.

13. INCREASED DEMAND FOR POLICE SERVICES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on police services expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Police services mitigation measures pertinent to the proposed project are found on pages V-13-2 through V-13-5 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-13.B of the Master EIR discloses impacts on police services resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
13. INCREASED DEMAND FOR POLICE SERVICES				
1) The proposed project is inconsistent with policies relating to police services in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would result in the need for new or significantly altered facilities not considered as part of the Urban Area General Plan or Master EIR which could cause new significant environmental impacts in order to maintain acceptable service ratios, response times, or other performance objectives.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the policies relating to police services in the General Plan.

(2) The project would not result in the need for construction of new or significantly altered facilities which could cause new significant environmental impacts in order to maintain acceptable service ratios, response times or other performance objectives. The project meets City Standards for emergency services access.

14. INCREASED DEMAND FOR FIRE SERVICES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on fire services expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Fire Services mitigation measure(s) pertinent to the project being analyzed in this Initial Study are found on pages V-14-4 through V-14-7 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-14.B of the Master EIR discloses impacts on fire services resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
14. INCREASED DEMAND FOR FIRE SERVICES				
1) The proposed project is inconsistent with the fire service policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would result in the need for new or significantly altered facilities not considered as part of the Urban Area General Plan or Master EIR which could cause new significant environmental impacts in order to maintain acceptable service ratios, response times, or other performance objectives.	☐	☐	☐	☒
3) The proposed project, based upon substantial evidence, would cause the erosion or elimination of fire protection services in adjoining fire protection districts.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the fire service policies in the General Plan.

(2) The project would not result in the need for construction of new or significantly altered facilities which could cause new significant environmental impacts in order to maintain acceptable service ratios, response times or other performance objectives. The project was referred to the Modesto City Fire Department, who indicated no concerns.

(3) The project would not significantly impact adjacent fire districts or result in the elimination of fire protection services.

15. GENERATION OF SOLID WASTE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on solid waste expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Solid waste mitigation measures pertinent to the proposed project are found on pages V-15-4 through V-15-7 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Applied to Project.
Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-15.B of the Master EIR discloses solid waste impacts resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. Project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
15. GENERATION OF SOLID WASTE				
1) The project is inconsistent with the solid waste	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
policies in the Urban Area General Plan.				
2) The County is unable to expand its solid waste disposal capacity, as expected, causing all new development to result in cumulative impacts on the County's disposal capacity.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the solid waste policies in the General Plan.

(2) This project was referred to the Solid Waste Division for review, who indicated no concerns over service to the project area.

16. GENERATION OF HAZARDOUS MATERIALS

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts regarding hazardous materials expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Hazardous materials mitigation measures pertinent to the proposed project are found on pages V-16-8 through V-16-13 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of this project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-16.B of the Master EIR discloses impacts on hazardous materials resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
16. GENERATION OF HAZARDOUS MATERIALS				
1) The project is inconsistent with the hazardous materials policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.	☐	☐	☐	☒
3) The proposed project would be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and as a result, would create a significant hazard to the public or the environment.	☐	☐	☐	☒
4) The proposed project would be constructed on a contaminated site not known to the State of California as of March 2008.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the hazardous materials policies in the General Plan.

(2) The project would comply with all applicable federal, state, and county standards and regulations relative to the handling, storage, disposal, and transport of hazardous or toxic materials or wastes. (No hazardous materials will be involved with this project).

(3) The project area is not be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5, and as a result, would not create a significant hazard to the public or the environment.

(4) The project site is not known to contain any contaminants.

17. GEOLOGY, SOILS, AND MINERAL RESOURCES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts related to geology, soils, and mineral resources expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

Geology, soils, and mineral resource mitigation measures pertinent to the proposed project are found on pages V-17-9 and V-17-10 of the Master EIR. All mitigation measures appropriate to the project to be incorporated into or made conditions of approval of the proposed project are listed in Section V, Mitigation Measures Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-17.B of the Master EIR discloses geology, soils, and mineral resource impacts resulting from implementation of the Urban Area General Plan. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. Project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
17. GEOLOGY, SOILS, AND MINERAL RESOURCES				
1) The project is inconsistent with policies relating to geology, soils, and mineral resources contained in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would expose people or structures to potential substantial adverse effects including the risk off loss, injury, or death involving fault rupture, strong seismic activity; location on an expansive soil; result in the loss of topsoil; location on soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems in areas where sewers are not available for the disposal of wastewater; result in the loss of known mineral resources that would be of value to the region and the state; or result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan,	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
specific plan, or other land use plan.				

Discussion:

(1) The project is consistent with policies related to geology, soils and mineral resources in the General Plan.

(2) The project would not be located on soil that is unstable or that would become unstable as a result of the project. There are no known mineral resources of value to the region or state at the project site.

18. ENERGY

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts pertaining to energy expected after application of mitigations/policies:

Direct Impacts

Effect: Continued development in the Planned Urbanizing Area would have an impact on available energy supplies. Energy consumption likely would increase substantially by 2025 as a result of implementation of the Urban Area General Plan.

Cumulative Impacts

Effect: Implementation of the Urban Area General Plan will have a cumulatively considerable impact on energy consumption.

b. Master EIR and/or New Mitigation Measures Applied to the Project

The following energy mitigation measures pertinent to the proposed project are found on pages V-18-2 through V-18-8 in the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project. Those measures will be listed in Section V, Mitigation Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-18.B of the Master EIR discloses impacts of implementing the Urban Area General Plan on energy resources. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
18. ENERGY				
1) The proposed project is inconsistent with policies relating to energy in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would result in energy consumption during construction, operation, maintenance, or removal that is more wasteful, inefficient, and unnecessary than assumed in the Urban Area General Plan.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the energy policies in the General Plan.

(2) The project would not result in energy consumption during construction, operation, maintenance or removal that is more wasteful, inefficient and unnecessary than assumed in the General Plan.

19. EFFECTS ON VISUAL RESOURCES

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts on visual resources expected after application of mitigations/policies:

Direct Impacts

Effect: New development in the Planned Urbanizing Area will occur in areas that are in agricultural production or are otherwise lightly developed, which could lead to the introduction of light and glare in areas that have little nighttime illumination.

Cumulative Impacts

Effect: No additional cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

The following visual resources mitigation measures pertinent to the proposed project are found on pages V-19-3 and V-19-4 in the Master EIR. All mitigation measures appropriate to the proposed project will be incorporated into or made conditions of approval of this project. Those measures will be listed in Section V, Mitigation Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-18.B of the Master EIR discloses impacts of implementing the Urban Area General Plan on energy resources. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
19. EFFECTS ON VISUAL RESOURCES				
1) The proposed project is inconsistent with policies relating to visual resources in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project would degrade views from riverside areas and parks to a greater degree than assumed in the Urban Area General Plan.	☐	☐	☐	☒
3) The proposed project would degrade views of riverside areas from public roadways and nearby properties to a greater degree than assumed in the Urban Area General Plan.	☐	☐	☐	☒

Discussion:

(1) The project is consistent with the policies related to the visual resources in the General Plan.

(2-3) The project site is not in the vicinity of riverside areas and parks, and would not degrade views to riverside areas. The site is completely surrounded by residential and commercial uses. The nearest river is the Stanislaus River, four miles to the north.

20. LAND USE AND PLANNING

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts pertaining to land use and planning expected after application of mitigations/policies:

Direct Impacts

Effect: No residual significant direct impacts were disclosed in the Master EIR.

Cumulative Impacts

Effect: No residual significant cumulative impacts were disclosed in the Master EIR.

b. Master EIR and/or New Mitigation Measures Applied to the Project

The following land use and planning mitigation measures pertinent to the proposed project are found on pages V-20-6 through V-20-17 in the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project. Those measures will be listed in Section V, Mitigation Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-20.B of the Master EIR discloses impacts of implementing the Urban Area General Plan on land use and planning. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
20. LAND USE AND PLANNING				
1) The proposed project is inconsistent with land use and planning policies in the Urban Area General Plan.	☐	☐	☐	☒
2) The proposed project contains elements that would physically divide an established community in a way not assumed in the Urban Area General Plan.	☐	☐	☐	☒
3) The proposed project conflicts with a land use plan, policy or regulation established for the purpose of avoiding or mitigating an environmental impact by an agency that has jurisdiction over the proposed project.	☐	☐	☐	☒
4) The proposed project conflicts with an applicable habitat conservation plan or natural community conservation plan.	☐	☐	☐	☒

Discussion:

(1) The land use for the site is designated as Mixed Use (MU) in the General Plan. The designation provides for both residential and commercial/professional office uses; therefore, the project is consistent with the land use and planning policies in the General Plan.

(2) The proposed project would not divide an established community. The area is developed with residential uses to the north and west and commercial uses to the south and east. The project proposes the continuance of Vintage Drive from Blue Bird Drive to Dale Road, establishing a new collector street connection to Dale Road. The proposed rezone and subsequent development is consistent with the surrounding uses and would not divide the existing neighborhood.

(3) The project does not conflict with the land use plan, policies and regulations of the City of Modesto designed to mitigate project impacts.

(4) The project does not conflict with applicable habitat conservation plans or natural community conservation plans.

21. CLIMATE CHANGE

a. Significant Effects Identified in the Master EIR

The Master EIR discloses the following residual significant and unavoidable impacts pertaining to climate change expected after application of mitigations/policies:

Direct Impacts

Effect: Impacts resulting from implementation of the Urban Area General Plan are not substantial enough to result in a significant direct impact on climate change, as disclosed in the Master EIR.

Cumulative Impacts

Effect: Implementation of the Urban Area General Plan will have a cumulatively considerable impact on climate change.

b. Master EIR and/or New Mitigation Measures Applied to the Project

The following climate change mitigation measures pertinent to the proposed project are found on pages V-21-7 through V-21-10 in the Master EIR. All mitigation measures appropriate to the project will be incorporated into or made conditions of approval of this project. Those measures will be listed in Section V, Mitigation Applied to Project.

Discussion:

No mitigation measures from the Master EIR are required. No new or additional mitigation measures or alternatives are required to reduce project impacts to a less-than-significant level.

c. Project-Specific Effects

Section V-18.B of the Master EIR discloses impacts of implementing the Urban Area General Plan on climate change. The following is an analysis of whether the proposed project would result in a new, significant, project-specific effect not disclosed in the Master EIR.

Significance Criteria: Determination of project effects will be based on the following thresholds. The project-specific effects will be less than significant unless:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
21. CLIMATE CHANGE				
1) The proposed project is inconsistent with policies relating to climate change in the Urban Area General Plan.	☐	☐	☒	☐
2) The proposed project would result in average automobile trip lengths or CO_2 emissions higher than those assumed in the Master EIR.	☐	☐	☒	☐
3) The proposed project would conflict with the Sustainable Communities Strategy or Alternative Planning Strategy that the Air Resources Board has agreed will achieve the goals of AB 32.	☐	☐	☒	☐

Discussion:

(1) The City of Modesto General Plan Master EIR addressed potential climate change impacts due to development and other activities associated with the Urban Area General Plan (UAGP). The Urban Area General Plan Master EIR (MEIR) determined that buildout of the UAGP would make a cumulatively considerable contribution to global climate change. The UAGP nonetheless authorizes development that will contribute to global climate change by virtue of the production of greenhouse gases. The MEIR states the projected rate of growth of vehicle miles traveled (VMT) will increase the City's contribution to global climate change as the City develops. Development under the UAGP is expected to generate approximately 1,096,226.4 metric tons per year above 2005 emissions. The City Council adopted a Statement of Overriding Considerations in 2008, finding that the benefits of the UAGP outweighed the City's increased contribution to global climate change.

The MEIR identifies policies CL-3 through CL-26 as policies in effect that have been determined to reduce, avoid or mitigate air quality environmental impacts within the existing City limits and within the Planned Urbanizing Areas as they annex and develop. These policies include but are not limited to, the use of shade trees to reduce the heat island effect, current energy efficient building standards to reduce energy consumption, and the inclusion of facilities for alternative transportation. The proposed project is required to develop in accordance with climate change policies included in the UAGP and the MIER.

(2) Climate change is an inherently cumulative impact because no single project can produce enough greenhouse gases to substantially alter the global climate. No thresholds have been set for individual or cumulative greenhouse gases. Nonetheless, the proposed project would result in greenhouse gas emissions due primarily to automobile travel and energy use for lighting, heating, cooling and other activities. The primary source of CO_2 emissions generated from the project would be related to automobile trips. As identified under the traffic and circulation discussion, traffic engineering staff has determined that the project will be in substantial conformance with the GP MEIR assumptions for traffic generation, the CO_2 emissions generated from the project would also be in substantial conformance with that which was assumed under the GP MEIR analysis.

(3) A Sustainable Communities Strategy has not yet been implemented by the Air Resources Board. Future development will be required to comply with the provisions of the Sustainable Communities Strategy once it is established.

V. MITIGATION MEASURES APPLIED TO THE PROPOSED PROJECT

If the Initial Study results in the determination that a Finding of Conformance can be adopted for the proposed project Section A below applies. If the Initial Study results in the determination that a Finding of Conformance cannot be adopted and a Mitigated Negative Declaration/EIR must be prepared for the project then Section B, below applies.

A. Master EIR Mitigation Measures Applied to the Project

Pursuant to Public Resources Code Section 21157.1(c), in order for a Finding of Conformance to be made, all appropriate mitigation measures from the Master EIR shall be incorporated into the proposed project. Urban Area General Plan Policies/Master EIR mitigation measures shall be made part of the proposed project prior to approval by means of conditions of project approval or incorporation into the appropriate document or plan.

All applicable and appropriate mitigation measures have been applied to the project (see mitigation measures listed below).

B. New or Additional Mitigation Measures or Alternatives Required

Where the project's effects would exceed the significance criteria for each environmental impact category, a mitigated negative declaration or Focused EIR must be prepared. Staff has reviewed the project against the significance criteria thresholds established in the Master EIR for all impact categories in this Initial Study.

A Mitigated Negative Declaration or Focused EIR shall be prepared for the project. The following additional project-specific mitigation measures listed below are necessary to reduce the identified new significant effect: None.

Traffic and Circulation:

N/A

Degradation of Air Quality:

AQ-42: All disturbed areas, including storage piles, which are not being actively utilized for construction purposes, shall be effectively stabilized of dust emissions using water, chemical stabilizer/suppressant, covered with a tarp or other suitable cover or vegetative ground cover.

AQ-43: All on-site unpaved roads and off-site unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant.

AQ-44: All land clearing, grubbing, scraping, excavation, land leveling, grading, cut & fill, and demolition activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by presoaking.

AQ-46: When materials are transported off-site, all material shall be covered, or effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained.

AQ-47: All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent public streets at the end of each workday. (the use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions.) (Use of blower devices is expressly forbidden.)

AQ-48: Following the addition of materials to, or the removal of materials from, the surface of outdoor storage piles, said piles shall be effectively stabilized of fugitive dust emissions utilizing sufficient water or chemical stabilizer/suppressant.

AQ-49: Within urban areas, track out shall be immediately removed when it extends 50 or more feet from the site and at the end of each workday.

AQ-50: Any site with 150 or more vehicle trips per day shall prevent carryout and track out.

The following measures should be implemented at construction sites when required to mitigate significant PM10 impacts(note, these measures are to be implemented in addition to Regulation VIII requirements):

AQ-51: Limit traffic speeds on unpaved roads to 15 mph; and

AQ-52: Install sandbags or other erosion control measures to prevent silt runoff to public roadways from sites with a slope greater than one percent (1%).

AQ-53: Install wheel washers for all exiting trucks, or wash off all trucks and equipment leaving the site.

AQ-54: Install wind breaks at windward side(s) of construction areas.

AQ-55: Suspend excavation and grading activity when winds exceed 20 mph. Regardless of windspeed, an owner/operator must comply with Regulation VIII's 20 percent (20%) opacity limitation.

AQ-56: Limit the area subject to excavation, grading and other construction activity at any one time.

Generation of Noise:

N-3: The project shall comply with the City's noise ordinance. Construction equipment and vehicles should be equipped with properly operating mufflers according to the manufacturers' recommendations. Air compressors and pneumatic equipment should be equipped with mufflers, and impact tools should be equipped with shrouds or shields. Equipment that is quieter than standard equipment should be utilized. Haul routes that affect the fewest number of people should be selected.

Effects on Agricultural Lands:

N/A

Increased Demand for Long-Term Water Supplies:

N/A

Increased Demand for Sanitary Sewer Services:

N/A

Loss of Sensitive Wildlife and Plant Habitat:

N/A

Disturbance of Archaeological/Historic Sites:

Table V-8-1(b-f):

b. Prior to excavation and construction, the prime construction contractor and any subcontractors shall be cautioned on the legal and/or regulatory implications of knowingly destroying cultural resources or removing artifacts, human remains, bottles, or other cultural materials from the project area.

c. The project sponsor shall identify a qualified archeologist prior to any demolition, excavation, or construction. The City will approve the project sponsor's selection of a qualified archeologist. The archeologist would have the authority to temporarily halt excavation and construction activities in the immediate vicinity (ten-meter radius) of a find if significant or potentially significant cultural resources are exposed and/or adversely affected by construction operations.

d. Reasonable time shall be allowed for the qualified archeologist to notify the proper authorities for a more detailed inspection and examination of the exposed cultural resources. During this time, excavation and construction would not be allowed in the immediate vicinity of the find; however, those activities could continue in other areas of the project site.

e. If any find is determined to be significant by the qualified archeologist, representatives from the construction contractor and the City, the qualified archeologist, and a representative of the Native American community (if the discovery is an aboriginal burial) would meet to determine the appropriate course of action.

f. All cultural materials recovered as part of a monitoring program would be subject to scientific analysis, professional curation, and a report prepared according to current professional standards.

Increased Demand for Storm Drainage:

SD-9: Construction activities shall comply with the requirements of the City's Storm Water Management Plan under its municipal NPDES stormwater permit, and the State Water Resources Control Board's General Permit for Discharges of Storm Water Associated with Construction Activity. (UAGP Policy V-E.3[h])

Flooding and Water Quality:

FWQ-13: Construction activities shall comply with the requirements of the City's Storm Water Management Plan under its municipal NPDES Stormwater permit, and the State Water Resources Control Board's General Permit for Discharges of Storm Water Associated with Construction Activity. (UAGP Policy V.E.3[h])

Increased Demand for Parks and Open Space:

N/A

Increased Demand for Schools:

N/A

Increased Demand for Police Services:

N/A

Increased Demand for Fire Services:

N/A

Generation of Solid Waste:

N/A

Generation of Hazardous Materials:

N/A

Geology, Soils, and Mineral Resources:

N/A

Energy:

N/A

Effects on Visual Resources:

N/A

Land Use and Planning:

N/A

Climate Change:

N/A

APPENDIX

Traffic Impact Analysis for The Vintage, Modesto, CA

Prepared by KD Anderson and Associates, Inc.
September 22, 2015

Print

MODESTO CITY COUNCIL
RESOLUTION NO. 2015-499

RESOLUTION APPROVING AMENDMENT NO. 5 TO THE KIERNAN BUSINESS PARK SPECIFIC PLAN TO AMEND STORM DRAIN PROVISIONS AND TO CLARIFY AND SIMPLIFY LAND USE AND DEVELOPMENT STANDARD REGULATIONS

WHEREAS, Government Code Section 65450 et. seq. permits cities and counties to adopt specific plans for the systematic implementation of the General Plan and to provide for a greater level of detail in planning sites or areas of special interest or value, and

WHEREAS, on April 1, 1997, the City Council by Resolution No. 97-159 adopted the Kiernan Business Park Specific Plan, and

WHEREAS, Government Code Section 65453 permits the amendment of specific plans as often as deemed necessary by the legislative body, and

WHEREAS, on November 4, 1997, the City Council by Resolution No. 97-631 adopted Amendment No. 1 to the Kiernan Business Park Specific Plan to add language to allow for changes in utility service providers, and

WHEREAS, on April 7, 1998, the City Council by Resolution No. 98-170 adopted Amendment No. 2 to the Kiernan Business Park Specific Plan to add language to permit indoor theaters in the Regional Commercial Designation within a Planned Development Zone, and

WHEREAS, on August 10, 2004, the City Council by Resolution No. 2004-424 adopted Amendment No. 3 to modify the land use and circulation diagrams and development standards for the Kaiser Medical Center site, to revise the planned street

system in the future business park, and to incorporate design standards into the Specific Plan, and

WHEREAS, on September 1, 2009, the City Council by Resolution No. 2009-420 adopted Amendment No. 4 to re-designate 39 acres located on the east side of Dale Road between Kiernan Avenue and Bangs Avenue from Business Park(BP) to Mixed Use (MU) and Medium-High Density Residential (MHDR), to modify the circulation plans, incorporate MU and MHDR design standards and guidelines, and establish facilities plans for the area bounded by Kiernan Avenue, Dale Road, Bangs Avenue, and American Avenue, and

WHEREAS, Valley Ventures, LLC has filed an application to amend the Kiernan Business Park Specific Plan to amend storm drain provisions and to clarify and simplify land use and development standard regulations, and

WHEREAS, on September 14, 2015, at 6:00 p.m. the Planning Commission held a duly noticed public hearing in the Tenth Street Place Chambers located at 1010 Tenth Street, Modesto, California, at which hearing evidence both oral and documentary was received and considered concerning the proposed specific plan amendment, and

WHEREAS, after said public hearing, the Modesto City Planning Commission by Resolution No. 2015-19, recommended to the City Council approval of the proposed Amendment No. 5 to the Kiernan Business Park Specific Plan to amend storm drain provisions and to clarify and simplify land use and development standard regulations, and

WHEREAS, said matter was set for a public hearing of the City Council to be held on December 8, 2015, in Room 2001 located at 1010 Tenth Street, Modesto, California, at which date and time said duly noticed public hearing was held, and

WHEREAS, the City Council has considered the addendum to the Kiernan Business Park Specific Plan Amendment #4 Program EIR, Environmental Assessment No. EA/C&ED 2015-13, which concludes that no major revisions to the previously-certified Kiernan Business Park Specific Plan Amendment #4 Program EIR (SCH No. 2007062071) are needed as a result of the project, and that, pursuant to Section 15162 and 15164 of the CEQA Guidelines, no new environmental review is required.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that all recitals above are true and correct and incorporated as part of this Resolution.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that it hereby finds and determines as follows:

1. The proposed amendment to the Kiernan Business Park Specific Plan is consistent with the General Plan, because the General Plan policies for stormwater drainage call for new development in specific plan areas to utilize positive storm drain facilities "which may be comprised of catch basins, pipelines, channels, recharge/detention basins, and pumping facilities..." (Policy V-4(b)). Although the types of facilities contemplated with this project are not the traditional basins as envisioned by this policy, the vegetative swale/underground infiltration system is a form of basin, essentially linear basins along the streets. The proposed system also provides for stormwater filtering through vegetation, complying with the City's NPDES requirements, as required under General Plan Policy V-4(f).

2. There are no substantial changes proposed in the project which result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects and, therefore, no major revisions to the Kiernan Business Park Specific Plan Amendment #4 EIR are required.

3. No substantial changes have occurred with respect to the circumstances under which the proposed project are undertaken which will result in new

significant environmental effects or a substantial increase in the severity of previously identified significant effects and, therefore, no major revisions to the Kiernan Business Park Specific Plan Amendment #4 EIR are required.

4. There is no new information of substantial importance which was not known and could not have been known with the exercise of reasonable diligence when the Kiernan Business Park Specific Plan Amendment #4 EIR was adopted which shows any of the following:

   a. One or more significant effects which is not discussed in the Kiernan Business Park Specific Plan Amendment #4 EIR, or

   b. Significant effects which were previously examined will be substantially more severe than previously shown, or

   c. Previously infeasible mitigation measures or alternatives are now feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative, or

   d. Mitigation measures or alternatives which are considerably different from those analyzed in the Kiernan Business Park Specific Plan Amendment #4 EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

5. The Written Checklist, Environmental Assessment No. EA/C&ED No. 2015-13, provides the substantial evidence to support findings 2-4, above, and the City hereby determines that no further environmental documentation is required for the proposed project.

BE IT FURTHER RESOLVED by the Council of the City of Modesto that the Kiernan Business Park Specific Plan is hereby amended to amend storm drain provisions and to clarify and simplify land use and development standard regulations, as shown on **Exhibit** "A" **attached** hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED that the property owner and developer shall, at their sole expense, defend, indemnify and hold harmless the City of Modesto, its agents, officers, directors and employees, from and against all claims, actions, damages, losses, or expenses of every type and description, including but not limited to payment of

attorneys' fees and costs, by reason of, or arising out of, this development approval. The obligation to defend, indemnify and hold harmless shall include but is not limited to any action to arbitrate, attack, review, set aside, void or annul this development approval on any grounds whatsoever. The City of Modesto shall promptly notify the developer of any such claim, action, or proceeding.

The foregoing resolution was introduced at a special meeting of the Council of the City of Modesto held on the 15th day of December, 2015, by Councilmember Ridenour, who moved its adoption, which motion being duly seconded by Councilmember Madrigal, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Councilmembers:	Ah You, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Marsh
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Grewal

ATTEST: _____
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____
ADAM U. LINDGREN, City Attorney

Exhibit A

Kiernan Business Park Specific Plan Amendment No. 5

ADDENDUM TO THE KIERNAN BUSINESS PARK SPECIFIC PLAN AMENDMENT NO. 4 EIR

Section 1.0 Introduction

The Kiernan Business Park Specific Plan was originally approved in 1997 for a variety of uses that include Business Park, Regional Commercial, Office, and a Medical Campus. The Specific Plan area is approximately 614 acres located east of Highway 99 and south of Kiernan Avenue. In 2009, Kiernan Business Park Specific Plan Amendment No. 4 was approved focusing on changes to the east 153 acres of the Specific Plan located east of Dale Road. The major land use change was the re-designation of 39 acres from Business Park to Mixed Use and Medium High Density Residential.

The proposed project is Kiernan Business Park Specific Plan Amendment No. 5. This project also includes a Vesting Tentative Parcel Map, Vesting Tentative Subdivision Map, an amendment to the Facilities Master Plan, and an Infrastructure Financing Plan. The proposed Kiernan Business Park Specific Plan Amendment No. 5 primarily involves the 39 acres designated for Mixed Use and Medium High Density Residential. The proposed amendment would include changes to allowed land uses, storm drainage requirements, development standards, design guidelines, implementation processes, and administrative requirements.

An Environmental Impact Report was adopted in 2009 Kiernan for the Business Park Specific Plan Amendment No. 4, State Clearing House No. 2007062071. This is an Addendum to the 2009 EIR prepared for the proposed Specific Plan Amendment No. 5 and other related actions.

This Addendum discusses: 1) the Project description; 2) requirements of CEQA; 3) current status of the Kiernan Business Park Specific Plan and its Program EIR; 4) the Type of CEQA Compliance Document and Level of Analysis; 5) the format and content of this EIR Addendum; 6) the City's processing requirements to consider the proposed Project for approval; and, 7) an explanation of the Initial Study Environmental Checklist included within this document as Attachment 1.

Section 1.1 Project Description

The proposed project consists of a Specific Plan Amendment, Vesting Tentative Parcel Map, Vesting Tentative Subdivision Map, Facilities Master Plan amendment, and Infrastructure Financing Plan amendment. A more detailed discussion of the project is provided as follows:

1. **Specific Plan Amendment**

   The amendment to the specific plan is minor in nature. There are no changes to the approved land use designations related to acreage, density, or units. The amendment includes some clarification and simplification regarding allowed land uses. For example, in the Mixed Use Area where a long list of allowed uses is provided, the proposed amendment would refer to allowed uses in the C-2 Zone. In the Business Park Area, a proposed change would clarify that allowed office uses would include medical and non-medical. No development is proposed with this project.

   The approved storm drainage system is a series of centralized detention basins with outfall to Modesto Irrigation District laterals that would handle both on-site and street drainage. The proposed change is for individual properties to provide on-site treatment and disposal facilities in accordance with City standards, unless off-site facilities (basins) are approved by the City. Storm drainage for public streets would be though a combination of vegetative swales and underground storage/percolation facilities within the street, or optionally through dedicated basins, if approved by the City.

The amendment also includes minor changes to development regulations, design standards, and review processes. An example of a change to the design guidelines would be to replace specific requirements for pedestrian access within the Mixed Use Area with more generalized requirements. An example of an administrative change is to replace review process from a Final Development Plan reviewed by the Planning Commission to a Development Plan Review reviewed administratively by staff.

2. **Vesting Tentative Parcel Map and Vesting Tentative Subdivision Map**
   A Vesting Tentative Parcel Map and a Vesting Tentative Subdivision Map have been submitted in conjunction with the specific plan amendment. The proposed map is the result of dividing two parcels owned by the same owner totaling 19.8 acres into five parcels. The two parcels are located on the east side of Dale Road at Healthcare Way and ae designated for Mixed Use and Medium High Density Residential.

   The proposal to create five parcels would occur in two steps. The first step is a Vesting Tentative Parcel Map that would divide the original two parcels into four parcels. The second step is a subdivision map to divide one of the new parcels created by the Vesting Tentative Parcel Map into two parcels.

3. **Facilities Master Plan, Infrastructure Financing Plan, and Community Facilities District Amendment**
   A Facilities Master Plan provides a detailed analysis and description of the infrastructure required to serve the project. The Infrastructure Financing Plan identifies costs and provides the funding mechanism to construct infrastructure identified in the Facilities Master Plan. The Community Facilities District is funding mechanism established to construct and maintain infrastructure. The changes to the storm drainage system require adjustments to the Facilities Master Plan, Infrastructure Financing Plan, and Community Facilities District.

Section 1.2 California Environmental Quality Act (CEQA) Requirements

CEQA, a statewide environmental law contained in Public Resources Code Sections 21000-21177, applies to most public agency decisions to carry out, authorize, or approve actions that have the potential to adversely affect the environment. The overarching goal of CEQA is to protect the physical environment. To achieve that goal, CEQA requires that public agencies document and disclose the potentially significant adverse environmental consequences of their discretionary actions, and consider alternatives and mitigation measures that could avoid or reduce said potentially significant adverse impacts where avoidance or reduction is feasible. It also gives other public agencies and the general public an opportunity to review and comment regarding the draft CEQA documentation. If potentially significant adverse impacts cannot be avoided, reduced, or mitigated to a less-than-significant level, the public agency is required to prepare an EIR and to balance the project's environmental concerns with other goals and benefits in a statement of overriding considerations.

CEQA Guidelines Section 15164 states that: *"The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR have occurred."* Public Resources Code Section 21166 and CEQA Guidelines Section 15162 both indicate that: after an EIR has been certified for a project, no further EIR needs to be prepared unless there are "substantial changes" in the project "which will require major revisions of the previous EIR," or unless there is "new information which was not known and could not have been known at the time the environmental

impact report was certified as complete, becomes available." Section 15162 of the CEQA Guidelines states in part:

(a) *When an EIR has been certified or negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, one or more of the following:*
   (1) *Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;*
   (2) *Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or,*
   (3) *New information of substantial importance, which was not known or could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:*
      (A) *The project will have one or more significant effects not discussed in the previous EIR or negative declaration;*
      (B) *Significant effects previously examined will be substantially more severe than shown in the previous EIR;*
      (C) *Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or,*
      (D) *Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but project proponents decline to adopt the mitigation measure or alternative.*

Section 1.3 Kiernan Business Park Specific Plan and EIR

The Kiernan Business Park Specific Plan was originally approved in 1997. There have been four amendments since that time. The fourth amendment was approved in 2009, changing the designation of 39 acres on the east side of Dale Road at Healthcare Way from Business Park to Mixed Use and Medium High Density Residential. An EIR prepared for Kiernan Business Park Specific Plan Amendment No. 4 describes the various impacts that are likely as development occurs.

Prior to approval of subsequent actions that constitute a "project" under CEQA, the City is required to determine whether the environmental effects of such actions are within the scope of the project covered by the previous EIR, and whether additional environmental analysis is required. If the agency finds that pursuant to Sections 15162 and 15164 of the CEQA Guidelines no new effects would occur, nor would a substantial increase in the severity of previously identified significant effects occur, then no supplemental or subsequent EIR is required.

Section 1.4 Type of CEQA Compliance Document

This document is an Addendum to the previously-certified EIR (SCH No. 2007062071). As such, this Addendum analyzes the potential differences between the impacts that would occur with

implementation of the Kiernan Business Park Specific Plan Amendment No. 4 as disclosed in the EIR and those that would be associated with the proposed Project described in the Initial Study / Environmental Checklist, below.

This EIR Addendum provides the environmental information necessary for the City to make an informed decision about the proposed Project. Based on the Environmental Checklist prepared for the project and supporting environmental analysis and pursuant to sections 15162 and 15164 of the CEQA Guidelines, the City of Modesto has determined on the basis of substantial evidence in light of the whole record that the following statements are true.

a) As demonstrated in the accompanying Environmental Checklist Form and its associated analyses, the proposed Project would not require major revisions to the previously-certified Kiernan Business Park Specific Plan Amendment No. 4 EIR because the Project would not result in any new significant impacts to the physical environment nor would it create substantial increases in the severity of the environmental impacts previously disclosed in the EIR.

b) As demonstrated in the accompanying Environmental Checklist Form and its associated analyses, there have been no substantial changes in circumstances under which the project will be undertaken that will require major revisions to the Kiernan Business Park Specific Plan Amendment No. 4 EIR due to new or substantially more severe significant environmental effects than previously analyzed in the EIR. See the discussion under a), above, for the rationale regarding this statement.

c) No new information of substantial importance as described in Section 15164(a)(3) of the CEQA Guidelines has been revealed that would require major revisions to the Kiernan Business Park Specific Plan Amendment No. 4 EIR or its conclusions.

In light of the above, and in accordance with CEQA Guidelines Section 15164, this Addendum to the previously certified Kiernan Business Park Specific Plan Amendment No. 4 EIR is the appropriate environmental documentation for the proposed project. Potential environmental impacts resulting from the proposed Kiernan Business Park Specific Plan Amendment No. 5 and related projects have been evaluated, and it has been determined that no new impacts would result.

Section 1.5 Format and Content of this EIR Addendum

The following components comprise the EIR Addendum in its totality:

a) This Introduction (Sections 1.1 through 1.8);

b) The completed Initial Study Environmental Checklist Form, including analyses concluding that the proposed Project would not result in any new significant environmental impacts or substantially increase the severity of environmental impacts beyond the levels disclosed in the Kiernan Business Park Specific Plan Amendment No. 4 EIR (Attachment 1);

c) The proposed Kiernan Business Park Specific Plan Amendment No. 5 and related projects (Appendix A); and,

d) The Final Kiernan Business Park Specific Plan Amendment No. 4 EIR and City Council Resolution No. 2009-418, including the required Findings and Statement of Overriding Considerations,

which certified the Kiernan Business Park Specific Plan Amendment No. 4 EIR, are hereby incorporated by reference pursuant to CEQA Guidelines Section 15150. All of this documentation is available for review at the City of Modesto Planning Division, 1010 10th Street (Suite 3300), Modesto CA 95354, and online at: http://www.modestogov.com/ced/pdf/planning/documents/specific plans/Kiernan%20Business%20Park%20EIR.pdf

Section 1.6 Preparation and Processing of this Program EIR Addendum

This EIR Addendum will be forwarded to the City of Modesto Planning Commission and City Council for review as part of their deliberations concerning the proposed Project. A public hearing will be held before the City of Modesto Planning Commission to evaluate the proposed Project and the adequacy of this EIR Addendum. Public comments will be heard at the hearing(s). At the conclusion of the public hearing(s), the Planning Commission will provide a recommendation to the City Council as to whether to approve, approve with modifications, or deny approval of the proposed Project. Following conclusion of the hearing(s) before the City of Modesto Planning Commission, an additional public hearing(s) will be held before the Modesto City Council to consider the proposed Project and the adequacy of the Addendum to the Kiernan Business Park Specific Plan Amendment No. 4 EIR, at which time public comments will be heard. At the conclusion of the public hearing process, the City Council will take action to approve, approve with modifications, or deny approval of the proposed Project. If approved, the City Council also will adopt findings relative to the Project's environmental effects.

Section 1.7 Initial Study Checklist

The City of Modesto prepared and Initial Study Checklist for the proposed Project as suggested by CEQA Guidelines Section 15063(d)(3). CEQA Guidelines Appendix G reflects a checklist format to indicate whether the conditions set forth in Section 15162, which would require a subsequent or supplemental EIR, are met and whether there would be new significant impacts resulting from the project not examined in the EIR. The Initial Study Environmental Checklist for the proposed project is included herein as Attachment 1.

There are four possible responses to each of the environmental issues included on the checklist:

1. **Potentially Significant Impact.** This response is used to indicate when the Project has changed to such an extent that major revisions of the Kiernan Business Park Specific Plan Amendment No. 4 EIR are required due to the presence of new, potentially-significant environmental effects.

2. **Less Than Significant With Mitigation.** This response is used to indicate that the proposed project could result in new potentially-significant impacts that could be reduced to a less-than-significant level with appropriate mitigation measures applied.

3. **Less Than Significant Impact.** This response is used to indicate that the proposed project could result in new environmental impacts that would be less-than-significant.

4. **No Impact.** This response is used to indicate that the proposed project would not result in any new or more significant impact(s) that those already identified and addressed within the EIR.

The Initial Study Checklist provides the information and analyses necessary to assess relative environmental impacts of the current Project in the context of environmental impacts addressed in the previously certified Kiernan Business Park Specific Plan Amendment No. 4 EIR. In conducting this

exercise, the City has determined that no new or more significant environmental impacts could result from the proposed project (see Attachment 1, page 1).

Section 1.8 Point of Contact

The Lead Agency for this environmental document is the City of Modesto. Any questions about the preparation of this Addendum to the Kiernan Business Park Specific Plan Amendment No. 4 EIR, including the Initial Study Checklist, its assumptions, and/or conclusions reached, should be referred to:

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